

The Solicitors' Journal.

LONDON, APRIL 14, 1883.

CURRENT TOPICS.

THE MASTER OF THE ROLLS has appointed Mr. G. B. RASHLEIGH as his secretary. Mr. RASHLEIGH held the position of principal secretary to the late MASTER of the ROLLS.

THE REVISION and consolidation of all the orders relating to the Chancery Division which have been retained from the old practice, is being actively prosecuted under the direction of the Statute Law Revision Commission.

THERE IS SOME IDEA that the Rule Committee of Judges may complete the consideration of the draft rules at their sitting next Wednesday, but the probabilities point to another meeting being necessary for this purpose.

WE PRINT elsewhere the order for transfer of Lord Justice FRY's causes to Mr. Justice PEARSON, which also allows writs to be marked for the latter learned judge. It is understood that Mr. Justice PEARSON will not part with all the actions which up to the date of this order have been transferred to him for trial or hearing only, but will retain some few of them in which the counsel practising before him have received their briefs.

IT IS UNDERSTOOD that Mr. Justice NORTH is to succeed Mr. Justice FRY; and that Mr. A. L. SMITH, who has been appointed a judge of the High Court, will be attached to the Queen's Bench Division. The new judge has, until his appointment, filled an office from which numerous promotions have been made to the judicial bench, and he will bring to his duties the experience derived from a large practice. If the rule is to become inflexible that the junior counsel to the Treasury is in due course to succeed to a seat upon the bench, it is to be hoped that some care will be used in the choice of a successor to that office.

WHEN THE GRAND COMMITTEE upon the Bankruptcy Bill held their first meeting on Monday notices of over 500 amendments, filling thirty-seven pages of printed matter, had been set down for consideration. At the conclusion of the sitting for the day only twenty of the amendments had been disposed of, the Committee adjourning, after a four hours' sitting, before disposing of an amendment by Mr. ARTHUR O'CONNOR to substitute fourteen days for three days in clause 4, sub-clause 1 (f), as the time for which a bankruptcy notice must be served before constituting an act of bankruptcy. No amendment to the Bill of any consequence was carried on Monday. It was announced that the committee will sit every Monday and Friday at twelve o'clock, Tuesdays and Thursdays being reserved for the sittings of the Grand Committee on legal Bills. Several other amendments on the clause enumerating acts of bankruptcy (clause 4) have been set down for consideration, and, since the list of amendments contained in the thirty-seven pages of printed matter was printed, notices of other amendments to different provisions in the Bill have been handed in. Some weeks, therefore, are likely to elapse before the Bill gets through Committee.

IT CANNOT BE DENIED that Mr. Justice FRY, as a judge of first instance, did not completely fulfil the high expectations which

were entertained at the time of his appointment. But his judicial career has, notwithstanding, shown that he possesses some qualities which are of the first importance in a Court of Appeal. In knowledge of real property and equity law he is probably not surpassed by any judge on the bench; and this remark is applicable, not merely to knowledge of cases, but to grasp of principles. His mind is naturally both clear and subtle, and the rapidity of movement which is apt to make a clear and subtle mind think that all argument which does not immediately convince it is foolish, and which often makes its actions so rash, uncertain, and dangerous, encounters a wholesome check when it acts in company with colleagues equal in mental power and in judicial rank, and of more mature experience. It may be said of this quickness of intellect, as the proverb says of fire, that it is a good servant, though a bad master, and the same might be said of that wide general knowledge for which the new lord justice is noted, and which, though it forms of itself no recommendation to judicial office, is of undeniable service when, as was the case with the late MASTER of the ROLLS, it is governed by knowledge of law and common sense.

IT IS STATED in the reports of *Clarke v. Bradlaugh* that Lord DENMAN joined Lord BLACKBURN in dissenting from the judgment of the majority of the House of Lords in that case. The *status* of Lord DENMAN and other lay peers is on this wise. At common law, all peers, spiritual as well as temporal, are entitled to vote on appeals. This right of voting was at one time exercised by all peers indiscriminately, but gradually, by tacit consent of the House, became limited to the lay lords, the last occasion on which the lay peers voted in any numbers on an appeal being in 1783, in the case of the *Bishop of London v. Fytche* (1 East, 487). It was, however, clear law until 1876 that appeals could be entertained by the House although not a single lay peer should be present. In 1876, the Appellate Jurisdiction Act assimilated law to practice by the enactment that an appeal should not be heard unless at least three "lords of appeal" should be present, lords of appeal being the Lord Chancellor, the lords of appeal in ordinary to be appointed under the Act, and "such peers as are, for the time being, holding, or have held, any of the offices in the Act described as high judicial offices"—that is (see section 25), the office of Lord Chancellor, paid judge of the Judicial Committee, or judge of either of the Supreme Courts of England or Ireland, or of the Court of Session in Scotland. But the Act carefully abstains from depriving peers not qualified to be on the above *quorum* of their common law right to vote. It is a question for those in authority to consider whether an amendment of the Act ought not to be made at once.

IT HAS BEEN STATED that "the idea was for some time entertained of sending the Commission down for the Queen's signature immediately after the passage" of the Explosives Bill, and "suspending the sitting of the two Houses until the return of the messenger, so as to make the measure operative before day-break, but this design had to be abandoned in consequence of the absence of certain officials who had not anticipated the emergency." It may be satisfactory to point out that, as the House of Lords did not pass the Bill until twenty-five minutes before midnight, only twenty-five minutes were lost by this delay. An Act of Parliament becomes law as soon as the day on which it receives the Royal assent commences, so that any event during that day is considered, by a fiction of law, to take place after the Royal assent was given. So it was decided by the Queen's Bench Division of the High Court some six years ago in *Tomlinson, Appellant; Bullock, Respondent* ((L. R. 4 Q. B. D. 230), in which it was held that a child born on the day of the passing of the Bastardy Act, 1872, came within its provisions. To the

extent of about twelve hours, therefore, the Explosives Act is retrospective. Before 1793 all statutes actually related back to the first day of the session in which they were passed, but in that year the statute 33 Geo. 3, c. 13, entitled "An Act to prevent Acts of Parliament from taking effect from a time prior to the passing thereof," did away with a state of things so "liable to produce," so runs the preamble, "great and manifest injustice."

A DECISION of considerable practical importance was given by the Queen's Bench Division (POLLOCK and HUDDLESTON, BB., and LOPES, J.), on the 21st ult., in a case of *Attorney-General v. Daudier*. The defendant was residuary legatee under the will of HARRIET BREDEL, part of whose estate consisted of some pictures, china, &c. These were valued for probate by an auctioneer at £2,979 17s., and in the residuary account this sum was inserted as their value, and duty was accepted on this value. The executors and residuary legatee always intended to sell the pictures, china, &c., but nothing was said about this intention on delivering the account and paying the duty. About ten weeks afterwards the pictures and china were sold by auction and produced a sum of £31,156 19s., which was paid to the executors and the net amount of the proceeds was accounted for by them to the defendant. On becoming aware of this the commissioners claimed additional probate duty and additional legacy duty on the surplus of £28,177 2s., realized by the sale over the valuation. The probate duty was paid, but the defendant refused to pay additional legacy duty on the ground that the Crown, having accepted duty on the original valuation without objection, was precluded from making any further claim. The question turned on section 22 of 36 Geo. 3, c. 52, which provides "that in cases of specific legacies, and where the residue of any personal estate shall consist of property which shall not be reduced into money, it shall be lawful" for the executors either "to set a value thereon and offer to pay the duty according to such value," or to require the commissioners "to appoint a person to set such value, at the expense of the person or persons by whom such duty ought to be paid; and it shall be lawful for the commissioners to accept the duty offered to be paid, upon the value set by the" executors without such appraisal, "if the commissioners shall think fit so to do," but, if they are not satisfied with the value so set, they may appoint a person to appraise such effects and to set the value thereon, on which value the commissioners are to assess the duty, subject to a (practically obsolete) right of the person liable to pay duty to appeal to the Land Tax Commissioners, who may appoint a valuer to decide on the value. This provision of the Legacy Duty Act has always been held by the Inland Revenue Office to apply to items of residue which are handed over or assigned *in specie* to the legatee without being converted into money. In the present case, however, it will be observed that the proceeds of sale were paid to the executors, so that the sale must be presumed to have taken place in the course of the administration of the estate. The court held that the Crown was entitled to the additional legacy duty, on the ground that section 22 of 36 Geo. 3, c. 52, does not relate to property which is "reduced into money" in the course of the administration of the estate.

THE HOUSE OF LORDS (LORD SELBORNE, C., LORD WATSON, and LORD FITZGERALD, *diss.* LORD BLACKBURN) has reversed the unanimous judgment of the Court of Appeal (BRAMWELL, BAGGALLAY, and LUSH, LJJ.) in *Clarke v. Bradlaugh* (29 W. R. 516, L. R. 17 Q. B. D. 48), and has held that a penalty incurred under the Parliamentary Oaths Act, 1866, cannot be recovered by a common informer, but that only the Crown can sue for it. The words of the statute are, that an offender against the Act "shall, for every such offence, be subject to a penalty of £500, to be recovered by action in one of her Majesty's superior courts at Westminster," and the judgment of the Court of Appeal mainly proceeded on the ground that the Crown could sue in the Court of Exchequer only, so that the giving a right of action in either of the two other courts impliedly gave the common informer a right to sue, it being admitted (see *Com. Dig.*, Forfeiture, C.) that a right to sue for a penalty is in the Crown alone, unless it is expressly or impliedly given to a member of the public. The decision of the Court of Appeal was given so far back as March 31, 1881. The main point

in the case—whether an atheist may make an affirmation under the Act—was quite untouched by the arguments before the House of Lords, and is left equally untouched by the judgments. The point now decided was not even raised before the Divisional Court, and cannot be said to have been exhaustively argued before the Court of Appeal. In the judgments of LORD SELBORNE and LORD BLACKBURN, respectively, there will be found every authority bearing on the subject, and the case will become a leading one on the question of the right to sue in penal actions. It will have been observed that LORD BRAMWELL (who has been raised to the House of Lords since taking part in the decision in the Court of Appeal) is no party to the judgment in the House of Lords. The section of the Judicature Act, 1875 (section 54, amended slightly by section 11 of the Judicature Act, 1881), which provides that no judge of the Court of Appeal shall sit as a judge on the hearing of an appeal from any judgment or order made by himself, or made by any divisional court of the High Court of which he was and is a member (see *Fisher v. Val de Travers, &c., Company*, L. R. 1 C. P. D. 259), has no corresponding enactment in the Appellate Jurisdiction Act, 1876, so that LORD BRAMWELL was perfectly free to take part in the late judgment if he had thought proper. We believe that LORD CHANCELLORS (notably LORD ELDON) have frequently affirmed their own decisions, and an instance of a learned judge changing his opinion in a higher court may be found in the famous *Hammersmith Railway case* (L. R. 4 H. L. 171), in which LUSH, J., gave judgment for the railway company in a court below, but advised the House of Lords to give judgment for the plaintiff. It would have been of great interest to the profession to have known whether LORD BRAMWELL sided with LORD SELBORNE or LORD BLACKBURN, and of still greater interest to the parties in *Clarke v. Bradlaugh*; for if the noble lord had adhered to his former opinion, the House of Lords (counting, as it must have been counted, LORD DENMAN's vote) would have been equally divided, so that the decision of the Court of Appeal would have stood. But, on the whole, we think that the profession is to be congratulated on the rule obtaining in the Supreme Court being adhered to in the House of Lords. Upon the main point, having studied the two conflicting judgments pretty closely, we must say that we are convinced by the reasoning of LORD SELBORNE, and on this ground. It is shown conclusively by the authorities cited in that judgment that the Crown was not confined to a court of revenue to sue for penalties in, but may sue in what court it pleases. (See chiefly the *Magdalen College case*, 11 Co. 75a; *Burgess v. Wheate*, 1 W. Bl. 131.) We do not think that the wording of the earlier and repealed Acts is much to be relied on, the argument drawn from them being one which cuts both ways; but we would repeat one argument in favour of the defendant which we mentioned in commenting on the judgment of the Court of Appeal, and which we do not discover in the recent judgments; we mean the argument that a penal statute ought to be construed strictly—that is, in favour of defendants.

IT FORMS PART of the scheme of the Budget to remit the railway passenger duty in respect of all journeys for which a fare of a penny a mile or less is charged, and it is computed by MR. CHILDERS that the remission will cost the country about £400,000. The law and history of the subject is very curious. The passenger duty is fixed by 5 & 6 Vict. c. 79, at five per cent. on the gross receipts from passengers (which is equal to about nine per cent. on the net receipts), but the Cheap Trains Act (7 & 8 Vict. c. 85), s. 9, exempts from this duty the trains, commonly called parliamentary trains, carrying passengers at not more than one penny per mile fares and under certain other conditions enumerated by that Act, one of the conditions being that the exempted train should "take up and set down passengers, if required, at every passenger station." The changed circumstances of railway traffic gave rise to prolonged disputes between the companies and the Government, which culminated in the test case of *North London Railway Company v. Attorney-General* (L. R. 1 App. Cas. 148), in which the House of Lords determined that the stopping at every station was an essential element in the exemption, so that the companies could not claim it in respect of the quick third-class traffic which is so marked a feature of modern railway communication. The com-

panies not unnaturally complaining that they were being taxed in respect of facilities far more extensive than those within the purview of the Cheap Trains Act, the result was the appointment of a Select Committee of the House of Commons, which recommended (*inter alia*) that the tax of five per cent. "should be restricted to fares over one penny per mile, and that the fares of all classes of passengers for the single journey carried in any train, paying one penny or less per mile, be exempted, and that this exemption should apply to return, weekly, and season tickets"—part of which recommendation Mr. Childers now proposes exactly to carry out. We think the proposal a perfectly just one, and desirable, if for no other reason, on the ground that it seems to be the only practicable solution of that scandalous state of affairs under which, as was pointed out by the Select Committee, the officers of the Board of Trade and Inland Revenue have been "forced to countenance a departure from the law as laid down by the House of Lords," owing to the impossibility of working the Cheap Trains Act under the changed circumstances of railway traffic. Two very material questions, however, should not be lost sight of in connection with the subject. First, will the remitted £400,000 go to benefit the travelling public or the railway shareholders? We incline, on the whole, to think that the travelling public will be directly, and the shareholders, by the increase of traffic, remotely, benefited. It was in evidence before the Select Committee "that in the event of any modification of the tax an immediate reduction of fares would take place." Secondly, is it or is it not desirable to accompany the remission of duty by a settlement, once for all, of the outstanding claims of the Government for arrears of duty? From the evidence given before the Select Committee it appears that the arrears of duty from 1866 to 1874 amounted to £787,332; that the arrears before 1866 amounted to from two to four millions; but that both sets of arrears had been "practically condoned" by the Board of Trade and the Board of Inland Revenue. Whether any and what Statute of Limitation would apply is extremely doubtful. We think, on the whole, that the arrears should be wholly remitted, but are strongly of opinion that the question should not be passed over. A precedent for statutory remission of arrears, in a case where a court of law unexpectedly declared duties to be charged, may be found in 33 & 34 Vict. c. 14, passed in consequence of the decision in *Re Bolton's Lease* (L. R. 5 Ex. 82).

AS SOON AS A JUDGESHIP is vacant now-a-days a force of private detectives appears to be set to work by certain portions of the daily press to discover the person who is guilty of the outrage of accepting, or thinking of accepting, promotion without communicating the fact to the newspapers. The course pursued by these detectives seems, so far as our observations have gone, to be exceedingly simple. It is to reproduce the latest babble of the bar. At such times there is always a large amount of speculation going on among members of that body, and there is often a general concurrence of opinion as to the suitability of a particular member for promotion. There is probably no better opinion as to this point than that of the critical, perhaps cynical, body we have mentioned—but then this opinion is not always, perhaps is not very often, a reliable guide as to the fact of appointment into which it becomes transformed; for, unfortunately, it does not follow from the fact that a particular counsel is eminently fit for a particular post that he will be appointed to it. So long as gossip of this kind is confined to the courts and robing-rooms, no great harm is done; but when it is announced in the papers either that Mr. A. B. is likely to be the new judge, or, by a bolder flight of fancy, that he has been actually appointed as judge, very serious annoyance and injury may be inflicted on the person designated. So long as the antediluvian notion is still prevalent, that what appears in print is likely to be true, newspapers should, in common fairness, inquire of the persons designated before publishing their names.

The Annual Council of the Judges of the Supreme Court, convened under the provisions of the 75th section of the Judicature Act, 1873, was held in the Lord Chief Justice's Room in the Royal Courts of Justice on Saturday. The Rule Committee met again on Wednesday.

THE EXPLOSIVE SUBSTANCES ACT.

THE Explosive Substances Act which passed through both Houses of Parliament, without any amendment whatever, on Monday, and received the Royal assent on Tuesday last, contains nine sections. There being no express words to that effect, the Act, as a whole, is not retrospective. It may be mentioned, however, that, should it be determined to indict certain persons, now in custody, for conspiracy, and should they be found guilty on such indictment, the punishment would not be limited to the two years' imprisonment prescribed by the Malicious Injuries Act, 1861 (24 & 25 Vict. c. 97, s. 54), for possessing an explosive substance with intent to commit felony. Conspiracy is a misdemeanor at common law, and, except in the case of a conspiracy to murder a particular person, which is punishable under section 4 of the Offences against the Person Act, 1861 (24 & 25 Vict. c. 100), is a misdemeanor for which no special punishment is prescribed by statute. It is therefore punishable by imprisonment for any term, with or without a fine to any amount.

But to return to the new statute. The 1st section, to a great extent, covers the same ground as 24 & 25 Vict. c. 97, ss. 9 and 10, and provides that any person unlawfully causing an explosion "of a nature likely to endanger life or to cause serious injury to property," shall, "whether any injury to person or property has been actually caused or not, be guilty of felony, and liable to penal servitude for life." Similar words to the words we have italicised occur in section 9 of the Act of 1861, which is aimed at injury to buildings, but not in section 10, which is aimed at injury to the person. The two sections of the Act of 1861 are not repealed. Section 3 is concerned with intent only, and conspiracy, and imposes a maximum punishment of penal servitude for twenty years. This is the section which embraces within its scope any person who, "being a subject of her Majesty, conspires without her Majesty's dominions to cause by an explosive substance an explosion of a nature likely to endanger life or cause serious injury to property."

The 4th and 6th sections contain the principal novelties. The 4th section is as follows:—

"Any person who makes, or knowingly has in his possession or under his control, any explosive substance, under such circumstances as to give rise to a reasonable suspicion that he is not making it, or does not have it in his possession or under his control, for a lawful object, shall, unless he can show that he made it, or had it in his possession or under his control, for a lawful object, be guilty of felony, and on conviction shall be liable to penal servitude for not exceeding fourteen years. . . . In any proceeding against any person for a crime under this section, such person and his wife, or husband, as the case may be, may, if such person thinks fit, be called, sworn, and cross-examined as an ordinary witness in the case."

Numerous precedents for the first part of this enactment, in addition to that extracted by Sir W. Harcourt from section 58 of the Larceny Act, 1861, in connection with "instruments of house-breaking," may be found in the Coinage Act of 1861 (24 & 25 Vict. c. 99), which is replete with sections making it criminal to possess counterfeit coin, &c., "without lawful authority or excuse, the proof whereof shall lie on the party accused." The expressions "under such circumstances as shall give rise to a reasonable suspicion," &c., are, we believe, new, and may cause a little embarrassment. The latter part of the section is, it is material to observe, permissive only, and does not, as does the Criminal Law Procedure Bill now before the House of Commons, compel the accused to give evidence. It is also restricted to the particular section in which it occurs. The only precedents for it in connection with indictable offences are to be found in the Conspiracy Act of 1875 and the Married Women's Property Act of last session; in connection with offences punishable on summary conviction, similar powers are given by the Licensing Act of 1873 and the Adulteration Act of 1875. The recurrence of the provision in the present Act very strongly suggests the question whether it would not be wise, once for all, by a general Act, applicable both to offences indictable and offences summarily punishable, to assimilate the law of evidence in criminal to that in civil proceedings.

Passing over the 5th section, which deals with accessories and the like, we come to the all-important 6th section, which gives power to institute an inquiry, although no person is charged with an offence. It is in these terms:—

"Where the Attorney-General has reasonable ground to believe that

any crime under this Act has been committed, he may order an inquiry under this section, and thereupon any justice for the county, borough, or place in which the crime was committed . . . who is authorized in that behalf by the Attorney-General, may, although no person may be charged before him with the commission of such crime, sit . . . and examine on oath concerning such crime any witness appearing before him, and may take the depositions of such witness, and, if he see cause, may bind such witness by recognizance to appear and give evidence at the next petty sessions, or when called upon, within three months from the date of such recognizance. . . . A witness examined under the section shall not be excused from answering any question on the ground that the answer thereto may criminate, or tend to criminate, himself; but any statement made by any person in answer to any question put to him in any examination under this section shall not, except in the case of an indictment or other criminal proceeding for perjury, be admissible in evidence against him in any proceeding, civil or criminal. A justice who conducts the examination under this section of a person concerning any crime shall not take part in the committing for trial of such person for such crime."

This section, another paragraph of which gives power to apprehend absconding witnesses, is taken almost word for word from section 16 of the Irish Crime Act of last session, 45 & 46 Vict. c. 25, and is, we think, a better piece of draftsmanship than the corresponding clause of the Criminal Law Procedure Bill. We are glad to see that this salutary and much-needed provision now forms part of our criminal law. It will be observed that it will rest with the Attorney-General to delegate the inquiry to particular justices. An important question of construction arises whether and how far the section is retrospective, so as to apply to offences committed before the Act passed. Being an enactment as to procedure only, the rule against *ex post facto* legislation does not seem to apply.

The principal enactment of the 7th section, which is devoted to procedure, is that which provides that "if any person is charged before a justice with any crime under this Act, no further proceeding shall be taken against such person without the consent of the Attorney-General, except such as the justice may think necessary, by remand or otherwise, to secure the safe custody of such person." The 9th section provides that in case of the "inability" of the Attorney-General, or a vacancy in the office, the Solicitor-General may act, but we cannot but think that the enactment will be found embarrassing, and it would have been better if justice had been allowed to take its course, without such interposition by the officers of the Crown.

The 8th section empowers shipowners to break open boxes and receptacles reasonably suspected to contain explosives, and deal with them in manner provided by the Merchant Shipping Act, 1873—*i.e.*, throw them overboard.

The 9th section is the interpretation clause. The only matter worth calling attention to is the definition of "explosive substance," which, it is provided, "shall be deemed to include" any materials for making any explosive substance; also "any apparatus, machine, implement, or materials used, or intended to be used, or adapted for causing, or aiding in causing, any explosion in or with any explosive substance." This is very wide indeed, as we believe that very few soft or porous substances are not capable of holding nitro-glycerine in solution.

The tercentenary celebration of the birth of Grotius was held at Delft last week. In accordance with the programme arranged at the Hague, the Executive Committee, headed by the Prince of Orange, placed a wreath on the tomb in the church. Deputy Cremers delivered an eloquent oration upon the beneficent influence of the work of Grotius.

In the case of *Reg. v. Taylor*, on Tuesday last, the Lord Chief Justice allowed the prisoners, although defended by counsel, to make a statement, warning them that counsel for the prosecution would have the right to reply. In summing up, however, Lord Coleridge is reported to have expressed his regret that he had allowed the defendants to make a statement, which, after his experience in this case, he would never do again, at least until the opinion of all the judges on this matter was arrived at.

The *Scottish Journal of Jurisprudence* says that some remarkable anecdotes are told of Sir Archibald Alison whilst sheriff of Lanarkshire. His interlocutors, with the lengthy notes appended, were evidence of his great industry, though not always of his legal knowledge or accuracy. In one case an agreement or obligation was alleged and founded on. In defence it was urged that the agreement could only be proved by a stamped writing. The sheriff found that the agreement could be proved by parol, and *separatim* being verbal it did not require a stamp!

THE NEW PATENTS, DESIGNS, AND TRADE-MARKS BILLS.

II.

As has already been pointed out, both the Government Bill (clause 5) and the Society of Arts' Bill (clause 14) provide that a complete specification may be left at the Patent Office in the first instance, thus dispensing with provisional protection. If this course is adopted, then, according to the Government Bill (clause 6) the same reference is to be made to the examiners as in the case of a provisional specification; whereas, according to the society's Bill (clause 14) the provisions as to the provisional specification are not to apply, but the case is to be treated in the same way as where the complete specification follows a provisional specification in ordinary course.

For the delivery of the complete specification after a provisional one the time allowed by the Government Bill (clause 8) is nine months from application, while the society's Bill (clause 13) gives a shorter time, requiring the complete specification to be lodged not less than three months before the expiration of the period of provisional protection, which by clause 11 (except in special cases of extension under clause 43) is a period of nine months from application, so that, instead of nine months for lodging the complete specification, only six are allowed by this scheme, and if inventors, as represented by the Society of Arts, are willing to accept this term, no one will object to it, but it may rather be expected that they will prefer the longer period offered by the Government.

On the lodging of the complete specification the case is again to be referred to an examiner (Government Bill, clause 9; society's Bill, clause 15). The duties imposed on the examiner differ materially in the two cases; by the Government Bill all the examiner has to do is to ascertain whether the complete specification has been prepared in the prescribed manner, and whether the claims in the two specifications are substantially the same, and a right of appeal to a law officer is given, as in the case of the provisional specification. By the society's Bill it appears to be intended that the examiner shall report as to subject-matter, but this is by no means clear. But, at all events, it is provided by clause 15 that he is to report whether the complete specification is in accordance with the title and with the provisional specification (if any), and as to the sufficiency of the specification, and the appeal lies as before to the commissioners. This last inquiry into the sufficiency of the specification is quite a novel idea in this country, but it is one which is undoubtedly desired by inventors, as it gives them some guarantee that the fruit of their labours will not be lost to them by reason of some slip in the wording of their specification. If any system of examination at all is to be established, the sufficiency of the wording of the specification is clearly a fit subject for investigation, and in this respect the Government Bill agrees with that of the society, since clause 6 is equally applicable to a complete, as to a provisional, specification.

On the acceptance of the complete specification, according to the Government Bill (clause 10), the acceptance is to be advertised, and the documents left open to inspection. The society's Bill (clause 16) arrives at the same result by providing for publication of the complete specification as soon as may be after it is finally settled, so that, in either case, an opportunity is afforded for opposing the grant. Such an opposition may, under the provisions of the Government Bill (clause 11), be offered by any person, and no limitation is imposed upon him in respect of the grounds he may urge in favour of refusing the grant. The matter is to be heard before the law officer, who may, if he pleases, obtain the assistance of a scientific expert. The society's Bill provides that the matter is to be heard before the commissioners proposed to be appointed, and this is far from being the only difference between this scheme and that of the Government, since the society lay down (clause 17) that an opposition may be on the ground that the applicant obtained the invention from the opponent, or from a person of whom he is the legal personal representative, but on no other ground. In this respect the society's Bill is pretty nearly in accord with the American practice; but it is hardly likely to be accepted here. Suppose, for instance, that an attempt is being made to patent some process which a manufacturer has long been in the habit of using publicly in his own business, and which he

cannot therefore claim as a patentable invention of his own, but which has, nevertheless, not come into public favour nor to the notice of the Patent Office officials; it would hardly be a wise or reasonable course to debar him from opposing the grant, but compel him to allow the patent to be granted *sub silentio*, and then to come and seek to have it revoked, instead of allowing him, as a person who would be aggrieved by the grant, to interfere at the earliest opportunity.

The Society of Arts' Bill contains a peculiar provision in clauses 12 and 15, to the effect that in the face of an adverse report by the examiner on the subject of subject-matter, or on the accord of the complete specification with the title or with the provisional specification, or on the sufficiency of the complete specification, the application may, nevertheless, be proceeded with and a patent granted, subject to this—that the letters patent and office copies of the specification are to bear an indorsement of the adverse report. The only effect given to this indorsement appears, however, to be that, by clause 62, the grantee of an indorsed patent, when bringing an action on the patent, is to give security for costs, and, if unsuccessful, is to pay costs as between solicitor and client. In other respects he appears to be in just the same position as the grantee of an unindorsed patent.

The effect of this is singular, for inasmuch as by the society's Bill (clause 58), a defendant to an action to restrain an infringement of a patent granted under that Bill is not to be allowed to contest the question of subject-matter, and that question cannot be raised on an opposition to the grant of a patent (clause 17), or on an application for its revocation (clause 35), the question of subject-matter may be finally settled by the grant of a patent in favour of the grantee, although the very letters patent on which he will be relying bear on them an indorsement of the adverse ruling of an examiner. The examiner finds that there is no proper subject-matter, the patent is granted with an indorsement, and yet the question of subject-matter is *ipso facto* decided once and for all in favour of the grantee with indorsement. It is clearly impossible that such a conclusion as this could be acquiesced in, but the real weight of argument is not against the indorsement, but against the finality as to subject-matter to be created by the grant.

Even putting aside the question of indorsement, the effect attributed by the society's Bill to the grant of a patent after the examination it suggests can hardly be accepted. As the law stands at present, the usual modes of upsetting a patent are by showing that the subject-matter is improper, that the invention is not novel, that the patentee was not the first inventor, that the specification is defective *in se*, that it is at variance with the title, that it is wider than the provisional specification, or that a foreign patent for the same invention has expired. The Government Bill is silent as to the defences which may be set up in an action for infringement, and provides (clause 26) that any ground of repeal by *scire facias* is to be a ground of revocation of the patent under the new system. The Society of Arts' Bill provides for an examination as to subject-matter, and as to the various points with reference to the specification; but it does not provide for the lapse with a foreign patent (which lapse it abolishes), or for want of novelty, or for the patentee not being the first and true inventor. Then it provides (clause 35) that a patent may be revoked on the ground of want of novelty, or on that of the patentee not being the true inventor, or on that of the specification being insufficient or misleading; and by clause 58 it prohibits setting up bad subject-matter as a defence in an action. So that the net result is that one of the subjects of examination—viz., subject-matter—is not a ground either of defence or of revocation; that another subject of examination—viz., insufficiency of specification *per se*—is a ground both of defence and of revocation; and that two remaining subjects of examination—viz., the correspondence of the specification with (1) the title, and (2) the provisional specification—are not grounds of revocation in the first instance, but are grounds of defence in an infringement action, and, if successfully pleaded in that case, are ultimately to have the effect of bringing about a revocation. The two subjects in which there is to be no examination—viz., novelty and first inventor—are grounds both for defence and revocation. Why it should be thought that the examiners are likely to know all about subject-matter, a good deal about specifications as compared with titles and with provisional specifications, a little about specifications *per se*, and nothing about novelty or first inventor, is not very

apparent, and it seems to us that the proper way in which to treat the subject is to treat the examinations as intended to give the grantee a reasonable provisional guarantee that his patent is good; but to follow the Government Bill in leaving the grounds of defence and revocation as at present, and to remove the objection that the patentee is defrauded of his fees if the patent is afterwards declared invalid, by securing to him a return of fees actually paid if that event should happen. If this course were adopted, the patentee would have some trustworthy authority for believing his patent to be good, he would be justified in feeling confident that he might bring an action on his patent without having it upset, and if, after all, his official advisers turned out to be in the wrong, he would at all events have paid them nothing for their bad advice; while, on the other hand, the public would not be deprived of their right to pursue their trade in a lawful manner merely because certain officials, who had no personal interest in discovering the truth, were unaware of the real facts or law of the case.

There is, however, another provision in clause 58 of the society's Bill which might be adopted with considerable advantage—viz., that it shall not be open to a defendant to take objection to any invention or part of an invention which is comprised in the patent but is not alleged to be infringed. This would prevent a patent being declared bad because of some defect in a part of it which was entirely alien to the subject of complaint in the action, as happened in the recent "telephone" case, and there can really be no reason why an infringer of an invention as to which the inventor has made no mistake in obtaining his patent, should be allowed to continue his infringement with impunity merely because the unfortunate patentee has made some mistake in another respect, any more than if the mistake had been in a different patent altogether. If the 31st clause of the Government Bill, enacting that every patent is to be granted for one invention only, thus incorporating in the Act the first of the Rules of 1853, should pass into law and be efficiently carried out, this provision of the second Bill would not often have to come into effect, and the joint operation of the two enactments would be very beneficial.

Before parting from the question of specifications it may be noted that both the principal Bills, in following the reasonable course of requiring the complete specification to be lodged before the grant of the patent, effect an entire change in the existing law, according to which the complete specification is a matter altogether subsequent to the grant.

Each of the principal Bills provides (Government Bill, clause 13; society's Bill, clause 19) that the patent is to be dated and sealed as of the day of application, thus removing the temptation at present held out to inventors in the same subject to hurry the maturing of their invention and file an imperfect final specification, in order to obtain the advantages of the first seal; and they also agree (Government Bill, clause 16; society's Bill, clause 21) in giving effect to the patent, when sealed, throughout the United Kingdom, the Channel Islands, and the Isle of Man, but neither Bill contains any provision corresponding to that in section 18 of the Act of 1852, authorizing the grant to be extended to the colonies. The fact is that almost all colonies of importance are now in possession of patent laws of their own, but it might have been possible to extend the operation of the grant to such colonies as have no such laws. The Statute of Monopolies speaks of "the realm," and it seems pretty clear that the realm includes the colonies. This argument does not, of course, affect the society's Bill, which repeals the Statute of Monopolies, so much as the Government Bill, which preserves it intact.

With respect to the duration of the patent, no one of the three Bills now under consideration is in entire accordance with the existing system under the Act of 1853, which gives a term of fourteen years, subject to determination in the event of non-payment of certain sums before the expiration of the third and seventh years respectively. The Government Bill (clause 17) comes nearest to this, preserving the term of fourteen years, but requiring further payment and a certificate of renewal before the end of the fourth and seventh years. The Society of Arts' Bill (clauses 20 and 22) gives a term of seventeen years, but requires further payment and a certificate of renewal before the end of the fourth and eighth years. Mr. Anderson's Bill (clause 5) gives a term of twenty-one years, with further payments at the end of the seventh, twelfth, and seventeenth years respectively. This last proposal

seems to be clearly too large, while the Government Bill adheres to the old period, which is now pretty generally considered to be too short, so that the Society of Arts may be deemed to have come nearest to the mark in their term of seventeen years. This proposal is also in accordance with the American practice, and there is a distinct advantage in the two great English-speaking nations being at one in this respect. This period, while giving to inventors the three years more for which they have so often found it necessary to apply to the Judicial Committee, is not calculated to inflict on manufacturers the hardships which they anticipate would accompany a term of twenty-one years. The system instituted in 1852 of dividing the total fees, and allowing patentees to leave their unsuccessful inventions to lapse after a short test period, thus saving them the greater part of the costs in such cases, is thus favoured by all the Bills, and this may be regarded as one point in which English patent law, even before the projected reforms, is distinctly in advance of the American.

Reference may here be conveniently made to the fact that the Government Bill makes no mention of any such provision as that contained in section 25 of the Act of 1852 (which Act it repeals), for the cesser of a British patent for a foreign invention at the expiration of a foreign patent for the same invention; and that the Society of Arts' Bill expressly provides (clause 7) that a British patent is not to be affected as to duration or otherwise by the expiration or determination in any other manner of any foreign or colonial grant. This important change in the law appears to be justified by the great increase in the number of scientific publications and the extension of international intercourse in these days, which have removed the foundation of the old argument for the 25th section—viz., that but for the foreign patent having been taken out, the subjects of the foreign nation could never have heard of the invention, or have been placed in a position to compete on unduly favourable terms with British manufacturers on the expiration of such foreign patent. There can now be little doubt that an invention made known in one part of the world will speedily become known in any other part of it, so that if the foreign inventor only took out a patent in England, and none in his own country at all, the only result would be that his own foreign countrymen would be enabled at once to compete with British manufacturers, instead of being compelled to wait till the expiration of the foreign patent.

One of the faults which has been most often found with the present patent system has been the amount which has been made payable by way of duties. The following table will show how the Patents Bills propose to deal with this question:—

	Act of 1853.	Government Bill.	Society of Arts' Bill.	Mr. Anderson's Bill.
Payable at grant	£25 0 ...	£4 0 ...	£7 10 ...	£4 10
At end of 3rd year	50 0 ...	...	...	...
At end of 4th year	...	50 0 ...	20 0 ...	...
At end of 7th year	100 0 ...	...	...	20 0
At end of 8th year	...	100 0 ...	50 0 ...	...
At end of 12th year	...	...	...	20 0
At end of 17th year	...	...	...	20 0
	£175 0 ...	£154 0 ...	£77 10 ...	£64 10

While the £175 for fourteen years of the Act of 1853 is certain to be reduced, it is very improbable that the £64 10s. for twenty-one years will be accepted, and the probability is that some compromise between the £154 of the Government and the £77 10s. of the Society of Arts will be agreed to. Some such arrangement as £5 on grant, £25 at end of the fourth year, and £75 at end of the eighth year, or 100 guineas in all, would probably be accepted by all parties as a fairly satisfactory settlement. The great point is thoroughly recognized by all the proposals—viz., the necessity of reducing the original cost, before the value or worthlessness of the invention is ascertained, to a minimum. After the invention is ascertained by experience to be workable and valuable there can be little cause of complaint if a heavier charge is made for the continuance of the monopoly.

All three Bills contain provisions for the amendment of the specification and claim after patent granted. These provisions are contained in Government Bill, clause 18; society's Bill, clause 23; and Mr. Anderson's Bill, clause 10. The clause in the last Bill is mainly directed to the adding claims for further improvements in the patented invention on payment of half duty, and the application may be refused if the improvement is more properly

the subject of a new patent. The Government proposal is for amendment of specification "by way of disclaimer or explanation," and that of the Society of Arts is for amendment "by explaining, re-defining, amplifying, giving drawings or additional drawings, or making further claims or disclaiming," so that these proposals come to very much the same thing, but the language employed by the Society of Arts is more precise and satisfactory. Both the latter Bills concur in prohibiting the allowance of any amendment which would make the amended specification claim substantially more than the unamended specification, and so long as this proviso is observed, the greater latitude of amendment allowed the better. Every opportunity should be given to an inventor to correct a mistake which he has discovered, and if this were extended to permit of a claim for improvements being added, on payment of additional fees, the additional claim to expire with the original one, as suggested by Mr. Anderson, the result would probably be beneficial. But in this case the power of rejecting proposed additions should be freely exercised where desirable.

CORRESPONDENCE.

TRANSFERS OF LICENCES.

[To the Editor of the Solicitors' Journal.]

Sir,—In your remarks on the decision in *Reg. v. Lancashire Justices*, you justly point out, and it is the fact in many cases, that there is no time to apply for a licence under the 14th section of 9 Geo. 4, c. 61, before the existing licence expires; and the hardship is worse than you put it, because a new tenant (for instance, in the supposed case of the occupier neglecting to apply) has no opportunity of giving notices for a new licence till the following year, and thus the licence lapses for a year, and then may be refused without appeal, or rejected by the licensing committee. But my object is to call attention to two other points:—

(1) The licence under the 14th section is to expire on the 10th of October "next ensuing," so that the provision for neglect to apply is utterly useless, unless that licence can be obtained after the expiration of the former licence, as that is the same day, and the second licence, if granted before the 10th, would expire with the former licence.

(2) The latter part of the section provides that where the licence is applied for in respect of premises not licensed at the last annual meeting, the applicant shall give certain notices. Now this makes it appear perfectly clear that the section did contemplate a licence being granted after the former one had been allowed to drop. I cannot find that these words have been referred to by any counsel or judge in the cases, and I have little doubt that, if the question were properly argued before the Appeal Court, it would be held that a licence under the 14th section could be granted in all reasonable cases, though the former licence had expired. This was the practice before *Todd's case*, and I rather think that in some districts the authorities rebelliously but quietly ignore *Todd's case* and go on as before, without any one being the worse for it.

WALTER SCADDING.

23, Gordon-street, Gordon-square, W.C., April 10.

CASES OF THE WEEK.

PRACTICE—ADDITION OF THIRD PARTY—ORD. 16, RR. 17, 18.—In a case of *Corrie v. Allen*, before the Court of Appeal on the 6th inst., the question arose whether an order ought to be made adding a third party to the action. The plaintiff was the owner in fee of land, subject to a lease thereof granted in 1805 for a term which expired in December, 1882. By the lease the lessee was absolutely prohibited from breaking or digging the surface of the land. The owner of the lease granted underleases to the defendants for building purposes, entering into the ordinary covenant for quiet enjoyment by the defendants, limited to the acts of herself and persons claiming under her. The defendants broke the surface of the land in making the foundations of houses, and they used some of the sand and gravel which they dug out in building the houses, and they sold some of it. They also, with the consent of the owner of the original lease, dug out other gravel and sand from parts of the land which were comprised in the original lease, but which were not comprised in the defendants' underleases, and they sold the gravel and sand thus dug out. The plaintiff brought this action claiming an injunction to restrain the defendants from digging sand and gravel, and also claiming damages. The defendants alleged that for any damages which they might be ordered to pay to the plaintiff they would have a right to an indemnity from the owner of the original lease under her covenant for quiet enjoyment, and also on the ground that they had been induced to commit the

acts complained of by her representation that she had power to grant them building leases. They applied *ex parte* for leave to serve the owner of the original lease with a third-party notice, and an order giving them that leave was made. The owner of the original lease was accordingly served, and she entered an appearance. On the defendants taking out a summons for the direction of the court as to the mode in which the questions in the action were to be tried, the plaintiff moved to discharge the third-party order. Pearson, J., was of opinion that there was not really a question to be determined in which the plaintiff, the defendants, and the third party were all interested, and he discharged the third-party order. This decision was affirmed by the Court of Appeal (BAGGALLAY and LINDLEY, L.J.J.). BAGGALLAY, L.J., said that the defendant in an action ought not to be allowed to embarrass the plaintiff by the introduction of a third party, unless there was a substantial question at issue between the defendant and the third party, which was also at issue between the plaintiff and the defendants. It was not necessary that the questions between the defendant and the third party should be identical with that at issue between the plaintiff and the defendant; it was sufficient if there was some substantial question in common, the object being that the third party should not be able, after the trial of the action, to say that the defendant had not properly defended it. In the present case his lordship was of opinion that there was only a very trifling question common to the dispute between the plaintiff and the defendants and the dispute between them and the third party, and the only effect of introducing the third party would be to embarrass the plaintiff. LINDLEY, L.J., concurred. He said that the third-party rules had been found to be really efficacious only in very simple cases. And he intimated that those rules are about to be altered.—SOLICITORS, Miller, Wiggins, & Naylor; J. W. Sykes; C. W. Stevens.

PORTIONS CHARGED ON LAND—RATE OF INTEREST—LANDS IN IRELAND—RIGHT OF APPOINTOR TO FIX RATE OF INTEREST.—In a case of *Balfour v. Cooper*, before the Court of Appeal on the 6th inst., the question arose what rate of interest ought to be allowed on portions for children charged by a marriage settlement on lands in Ireland. By the settlement lands in Ireland were limited (after a life estate of the husband) to the use of trustees for a term of one thousand years upon trust to raise certain sums of money by way of portions for the younger children of the marriage, to be divided between them in such shares as the husband should appoint. Nothing was said as to the interest which was to be paid on the portions from the time at which they should become raisable. After the death of the husband this action was brought to carry into execution the trusts of the term, and the question arose whether interest on the portions should be allowed at the rate of four per cent. or at the rate of five per cent. Pearson, J., on the authority of *Young v. Lord Waterpark* (13 Sim. 199), held that interest could be allowed only at the ordinary rate of four per cent. given by the Court of Chancery. The persons entitled to the portions contended that, the lands being in Ireland, five per cent., which is the rate of interest usually allowed in Ireland, ought to be given. The Court of Appeal (BAGGALLAY and LINDLEY, L.J.J.) held that five per cent. must be allowed. They distinguished *Young v. Lord Waterpark*, on the ground that the settlement in that case included lands both in England and Ireland, and that it would have been impossible to give a different rate of interest with respect to the English lands and the Irish lands. Therefore the court there allowed the rate of interest which was always allowed as to charges on land in England. In the present case the land was exclusively Irish, and the Irish rate of interest ought to be allowed.

The claim to interest at five per cent. was also based on another argument. The husband, in appointing one of the portions, had directed that it should be raised with interest at five per cent., and it was urged that cases such as *Lewis v. Freke* (2 Ves. jun. 507) showed that the person who had power to direct the raising of a portion had power also to direct that it should be raised with interest at any legal rate from the time at which it was to become payable. BAGGALLAY, L.J., said that in those cases there was merely a power to charge an estate with a sum of money, and they did not apply to the case of a trust to raise a certain sum in all events, there being added a power for a third person to direct how that sum should be apportioned. In such a case the donee of the power could not, in the absence of express words in the settlement, authorize the payment of interest at a higher rate than that ordinarily allowed by the court, unless, indeed, he did not by his appointment exhaust the whole capital sum authorized to be raised. LINDLEY, L.J., concurred in this distinction.—SOLICITORS, Maples, Tisdale, & Co.; Horns & Murray; Aldridge, Thorn, & Morris.

LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 18), ss. 23, 84, 68—ARBITRATION IN RESPECT OF PURCHASE-MONEY—TIME FOR PAYMENT OF COSTS.—In the case of *Capell v. The Great Western Railway Company*, before the Court of Appeal, No. 1, on the 6th inst., the question arose as to the time when the costs of an arbitration, under section 23 of the Lands Clauses Consolidation Act, 1845, become payable. In April, 1876, the defendants served the plaintiff with a notice to treat in respect of certain lands, and offered to purchase them for £1,700. The plaintiff refused the offer, and the parties went to arbitration, with the result that, in December, an award was made in favour of the plaintiff of £1,750 and the costs of the arbitration. In August, 1881, the *allocatur* was given. In September, 1881, the draft conveyance was approved, and the engrossment was sent to the plaintiff on October 24 for examination. On the 26th of that month the plaintiff issued a writ for the recovery of the taxed costs. The conveyance was finally executed on December 23, when the defendants tendered the costs of the arbitration, but they were refused. Lopes, J., on further consideration, gave judgment for the plaintiff (L. R. 9

Q. B. D. 459). The Court of Appeal (BRETT, M.R., COTTON and BOWEN, L.J.J.) affirmed this judgment. BRETT, M.R., said the effect of the statute was that, when the plaintiff received the notice to treat, he had either to submit at once or have the price settled by arbitration before the question of title arose, and thus he was forced by the railway company into expenses independently of his title. There was, therefore, no injustice caused by section 34 of the Act, which says that the promoters of the undertaking are to pay the expenses of the inquiry in circumstances like those in question. His lordship was of opinion that, in the absence of fraud, the court were bound to follow the plain words of the statute. The true interpretation of the matter was that the company were bound to pay the costs, and that the person claiming them was entitled to keep them whether his title was good or not. The action to recover the costs might be maintained within a reasonable time after the close of the arbitration. COTTON, L.J., said he was of the same opinion. The cases where the proceedings were not initiated by the railway company, but by the landowner, were not applicable. The judgment of the court must be understood not to apply to a case of fraud. BOWEN, L.J., concurred.—SOLICITORS, Mead & Daubeny; R. R. Nelson.

PRACTICE—DISCONTINUANCE OF ACTION—COUNTER-CLAIM WHETHER AFFECTED BY DISCONTINUANCE—JUDICATURE ACT, 1873, s. 24, SUB-SECTION 7—ORD. 19, r. 3.—In a case of *McGowan and another v. Middleton*, before the Court of Appeal, No. 1, on the 7th inst., an important point of practice arose—viz., whether, where a plaintiff abandons or discontinues his action, a counter-claim which has been pleaded by the defendant necessarily falls to the ground together with the plaintiff's claim. The defendant pleaded a counter-claim exceeding the amount of the plaintiff's claim, and the plaintiff finding that his claim was statute-barred, discontinued his action and failed to plead to the counter-claim. The defendant then moved for judgment upon his counter-claim, and the Divisional Court, acting on the decision of the late Master of the Rolls in *Vavasour v. Krupp* (L. R. 15 Ch. D. 474) refused the application. The defendant appealed. The Court of Appeal (BRETT, M.R., and BOWEN, L.J.) allowed the appeal. BRETT, M.R., said the plaintiff contended that the counter-claim was to be treated as a defence and not as a cross-action, and, therefore, that on discontinuance of the action by the plaintiff, the counter-claim fell through. The defendant, on the other hand, contended that the counter-claim was a cross-action and that discontinuance by the plaintiff did not put an end to the defendant's rights, and that, even if the counter-claim was not a cross-action, it was to be treated as such. To decide in favour of the defendant's contention the court must necessarily disagree from the decision in *Vavasour's case*. Fry, J., had differed from the decision in that case, and the Court of Appeal had lent towards the view of that learned judge. He (BRETT, M.R.) was prepared to dissent from the judgment of the late Master of the Rolls in *Vavasour v. Krupp*. The great object of every judge of the Court of Appeal was to make litigation as short, cheap, and safe as possible, to break down every technicality, and to say that every matter in dispute between the parties should be then and there determined by the court. All proceedings under a counter-claim were to be treated as if it was a cross-action. Ord. 19, r. 3, seemed to bear out that view by providing that, "A defendant in an action may set off, or set up, by way of counter-claim against the claims of the plaintiff, any right or claim, whether such set-off or counter-claim sound in damages or not, and such set-off or counter-claim shall have the same effect as a statement of claim in a cross-action, so as to enable the court to pronounce a final judgment in the same action, both on the original and on the cross-claim," &c. If his view of that rule was the true one, the words in ord. 23, r. 1—"the plaintiff may discontinue his action"—must mean that he may discontinue his own part of "the" action, and therefore everything which could only be a defence would drop with it, but if there was anything which might be a defence and also a counter-claim, the plaintiff could not effect the discontinuance of that by discontinuing his claim. In the present case the defendant, treating the counter-claim as still in existence, applied for judgment for want of plea. The plaintiff contended that the counter-claim had gone, and therefore that the defendant must bring another action. But to allow that would be to break through the fundamental rule—viz., that the court would do all in its power to finish litigation between the parties before it. The pleading should have been as if to a cross-action, and therefore a discontinuance by the plaintiff could not deprive the defendant of his rights. BOWEN, L.J., was of the same opinion. The source of the error of the late Master of the Rolls was that even he failed to recognize the completeness of the relief given in this case by the Judicature Act. Before that Act, the defendant could only meet the plaintiff's claim, but after that Act the object was to make an end of all disputes between the litigants. This object was set forth with great clearness in section 24, sub-section 7, which concluded, "So that, as far as possible, all matters so in controversy between the said parties respectively may be completely and finally determined, and all multiplicity of legal proceedings concerning any of such matters avoided." He thought that a set-off which overtopped the claim was a set-off so far as it was a bar to the plaintiff's claim, but that it might be treated as something more—viz., as a counter-claim. He did not think, therefore, that a discontinuance by the plaintiff could prevent the defendant from going on in respect of the balance.—SOLICITORS, Leuty & Bendle; Helder, Roberts, & Gillett.

MAYOR'S COURT—MOTION FOR NEW TRIAL—POWER TO ENTER JUDGMENT—JUDICATURE ACT, 1873, s. 89—ORD. 40, r. 10.—In a case of *Fryer v. The City Offices Company (Limited)*, before the Court of Appeal, No. 1, on the 5th

inst., the question arose whether the power given by ord. 40, r. 10, applied to the Mayor's Court, and whether, on a motion for a new trial, the judge of that court could direct judgment to be entered for one of the parties. On a motion for a new trial, the recorder having directed judgment for the plaintiff, the defendants appealed. The Court of Appeal (BRETT, M.R., and CORROX and BOWEN, L.J.J.) allowed the appeal, and sent the case back for a new trial. BRETT, M.R., said the first question was, what was the meaning of ord. 40, r. 10—viz., "Upon a motion for judgment, or for a new trial, the court may, if satisfied that it has before it all the materials necessary for finally determining the questions in dispute, or any of them, or for awarding any relief sought, give judgment accordingly," &c. By that rule a power was given to a judge of a superior court, if he was judicially satisfied that he had before him all materials necessary to enable him to come to a decision, to direct judgment to be entered accordingly. The question which arose was whether that power was given to the Mayor's Court by section 89 of the Judicature Act, 1873, which was as follows:—"Every inferior court which now has, or which may, after the passing of this Act, have, jurisdiction in equity, or at law and in equity, and in admiralty respectively, shall, as regards all causes of action within its jurisdiction for the time being, have power to grant, and shall grant in any proceeding before such court, such relief, redress, or remedy, or combination of remedies, either absolute or conditional, and shall, in every such proceeding, give such and the like effect to every ground of defence or counter-claim, equitable or legal (subject to the provision next hereinafter contained), in as full and ample a manner as might and ought to be done in the like case by the High Court of Justice." That section enabled the inferior court to grant the same "relief, redress, or remedy" as in like case the High Court might grant in any proceeding. It had been argued that those words meant any "step" in any proceeding, but it was evident from the corresponding section (section 90), which began "where in any proceeding," that that was not the meaning, but that in the last-mentioned section the word "proceeding" was equivalent to "action," and not to "step in any action," and by the ordinary rules of construction the same meaning attached to the word in section 89. The meaning, therefore, was that the inferior court might give the same "relief, redress, or remedy" as would be given in a superior court, but there was nothing to give the inferior courts the same powers to arrive at the granting of such "relief, redress, or remedy." CORROX, L.J., was of the same opinion. Was that which ord. 40, r. 10, gave a new "remedy"? He thought not. It was a power given to avoid sending a case back in special circumstances. In the present case it had been attempted to give the inferior court power to enter judgment, which he was of opinion was not a "relief, remedy, or redress." Any "proceeding" must mean any action or suit, and not a motion in any action or suit. BOWEN, L.J., concurred.—SOLICITORS, Edward Lee; Masterman, Hughes, Masterman, & Rev.

SALE OF SETTLED LAND—INVESTMENT OF "CAPITAL MONEY"—RAILWAY DEBENTURE STOCK—PURCHASE—MONEY OF CHARITY LAND SOLD TO RAILWAY COMPANY—PETITION FOR PAYMENT OUT OF COURT—AFFIDAVIT—SETTLED LAND ACT, 1882, ss. 21, 32—CONSOLIDATED ORDERS OF COURT OF CHANCERY, ORD. 34, r. 3.—In a case of *In re Byron's Charity*, before Fry, J., on the 6th inst., the question arose whether the purchase-money of land belonging to a charity, and taken by a railway company under their statutory powers, is subject to the provisions of section 32 of the Settled Land Act, 1882. That section provides that "where, under an Act incorporating or applying, wholly or in part, the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, or under the Settled Estates Act, 1877, or under any other Act, public, local, personal, or private, money is, at the commencement of this Act, in court, or is afterwards paid into court, and is liable to be laid out in the purchase of land to be made subject to a settlement, then, in addition to any mode of dealing therewith authorized by the Act under which the money is in court, that money may be invested or applied as capital money arising under this Act, on the like terms, if any, respecting costs and other things, as nearly as circumstances admit, and (notwithstanding anything in this Act) according to the same procedure as if the modes of investment or application authorized by this Act were authorized by the Act under which the money is in court." And section 21 provides that "capital money" arising under the Act, "subject to payment of claims properly payable thereout, and to application thereof for any specially authorized object for which the same was raised, shall, when received, be invested or otherwise applied wholly in one, or partly in one and partly in another or others, of the following modes—namely (*inter alia*), in investment on the security of the bonds, mortgages, or debentures, or in the purchase of the debenture stock, of any railway company in Great Britain or Ireland, incorporated by special Act of Parliament, and having for ten years next before the date of investment paid a dividend on its ordinary stock or shares." In the present case, the land of a charity had been taken by a railway company, and the purchase-money paid into court. A conveyance to the company had been executed, and the trustees of the charity presented a petition asking that the purchase-money might be invested in debenture stock of the London and North-Western Railway Company. FRY, J., held that the case fell within section 32, and that the money could be invested in any of the investments mentioned in section 21. But he held that the court could not take judicial notice of the fact that such a company as the London and North-Western Railway Company had for ten years past paid a dividend on its ordinary stock. An affidavit of this fact must be produced, and, subject to the production of this affidavit, his lordship made the order for investment asked for.

Another point was this. The trustees had made an affidavit that they were not aware of any person other than themselves having any right to the money, but did not say that they were not aware of any claim made by

any other person. FRY, J., held that he could not dispense with the requirement of rule 3 of order 34 of the Consolidated Orders of the Court of Chancery, and that the trustees must make a further affidavit stating that they were not aware of any other claim than their own to the money.—SOLICITORS, Field, Roscoe, & Co.; Nelson, Barr, & Nelson.

VENDOR AND PURCHASER—WAIVER OF OBJECTIONS TO TITLE—POSSESSION AND EXPENDITURE BY PURCHASER.—In a case of *In re Glog and Miller*, before Fry, J., on the 7th inst., the question arose whether a purchaser of land had waived his right to insist on certain objections to the title of the vendor. The contract was to sell a house and land for £2,400, "subject to the delivery of a valid title" to the purchaser. The purchaser, with the assent of the vendor, went into possession at once, paying £1,500, part of the purchase, and he proceeded to expend over £500 in making structural alterations in the house. This money was expended before an abstract of title was delivered. The delay in the delivery of the abstract was caused by the fact that the vendor had not completed his own previous purchase of the property, and had not obtained a certificate, which he had applied for, from the Land Registry Office of his registration as proprietor of the property. The property was part of a larger estate laid out for building purposes, and when the abstract was delivered the certificate of registration showed that, though the vendor was registered as the proprietor of the property with an absolute title, there were certain conditions annexed to the land, restricting the use of it. These conditions related (*inter alia*) to the nature of the buildings which might be erected on the property. The purchaser required that the land should be released from those conditions before the purchase was completed, as it was sold free from incumbrances and restrictions. The vendor replied that the purchaser had notice of the conditions at the time when he entered into the contract, and that, therefore, the property was not sold free from incumbrances and restrictions. And he stated that the conditions could not be released. The purchaser then took out a summons under the Vendor and Purchaser Act, 1874, asking a declaration that his objections to the title were valid, and that a good title had not been shown in accordance with the contract. On behalf of the vendor (in addition to the objection that the purchaser had notice of the conditions when he entered into the contract) it was urged that he had waived his right to object to the restrictive conditions, because he had notice of them immediately after the contract was executed, and after that notice he continued in possession of the property, and acted as owner of it by making the alterations in the house. FRY, J., held that the purchaser had in this way waived his right to object to the conditions. His lordship said that as to the first point his view of the law was this: that when the contract was silent as to the title which was to be shown, and the right to a good title was merely implied by law, that implied term of the contract could be rebutted by showing that the purchaser had had notice that the vendor could not make out a good title. That notice would, in such a case, repeal the purchaser's implied right to require a good title. But, if the contract expressly provided that a good title should be shown, then a notice that the vendor could not show a good title would be of no avail, because that would be inconsistent with the contract, and, whatever the notice which was given to him, the purchaser in such a case was still entitled to insist on a good title. In the present case, his lordship thought that the contract gave the purchaser a right to an absolute title, and no previous notice of a defect of title could enable the vendor to escape from showing a good title. As to the question of waiver, his lordship said that he thought there was a broad distinction between cases in which the contract provided that a good title should be shown, and also that possession should be taken by the purchaser before completion, and cases in which possession was taken by the purchaser without any express stipulation in the contract. There was also a broad distinction between cases in which the purchaser took an objection which was removable and cases in which the objection was irremovable by the vendor, and was known to the purchaser when he took possession. For instance, if the purchaser took possession knowing that the vendor had mortgaged the property, that would be a waiver of his right to have the mortgage paid off by the vendor. But if the purchaser took possession knowing that the property was subject to a right of sporting, vested in some person over whom the vendor had no control, the taking possession would be a waiver of his right to call for the release of the sporting right, or to repudiate the contract if it was not released. In the present case, his lordship thought that what the purchaser had done with a knowledge of the restrictive conditions amounted to a waiver of his right to object to them. The summons must, therefore, be dismissed.—SOLICITORS, Henry Taylor; Travers, Smith, & Braithwaite.

CHARITY—JURISDICTION—DISCHARGE OF APPORTIONMENT ORDER—8 & 9 VICT. c. 70, s. 22.—In the case of *In re The Camden Charities*, before Chitty, J., on 7th and 9th insts., a petition was presented by the trustees of the charities and inhabitants and ratepayers of the parish of St. Mary Abbots, Kensington, under Sir Samuel Romilly's Act (52 Geo. 3, c. 101) and the Act for the further amendment of the Church Building Acts (8 & 9 Vict. c. 70), praying that certain orders made by the court in the years 1849 and 1852, directing an apportionment of the charities between the original parish of Kensington and certain newly-created district parishes made in pursuance of the 22nd section of the Act, might be discharged. By the 22nd section it is enacted that where the Ecclesiastical Commissioners "shall have formed any district and separate parish or district under the provisions of the statutes in that behalf, it shall be lawful for the Court of Chancery, on a petition being presented by any two persons resident in any such parish, and according to the Act of 52 Geo. 3, c. 101, to apportion between the remaining part of such parish

and the district parish any charitable devises, &c., which shall have been given to such parish or the produce thereof." It appeared that, since the date of the orders, the whole circumstances of the parent parish and the district parishes had changed; the income of the charities having increased from some £668 to some £3,600; the population more than quadrupled; and the district parishes having also increased to twenty-one in all. The result of the present distribution of the charities was that the richer and less populous districts received a far larger share than the poorer and very thickly-crowded districts. All parties interested were united in their desire to obtain a re-distribution; but a question of great difficulty arose as to the jurisdiction of the court to discharge the orders. CHITTY, J., said that the question was whether the jurisdiction conferred on the court by the 22nd section was one which could be exercised from time to time, or whether an order made thereunder, apportioning a charity, was not final. The section itself contained no express statement as to the finality of the order, and was also silent as to the power of the court to from time to time make or vary orders already made. The court must, therefore, in determining the question, have regard to the subject-matter and general scope of the Act. The power conferred on the court was, in substance, an extension of the power which the court had of making schemes for charities, and was in truth a power enabling the court to apply that which was known as the *cy-près* doctrine to cases to which, without the Act, the *cy-près* doctrine would have been inapplicable. Therefore, to hold that the apportionment was final, would be to narrow the operation of the Act and defeat its intention. Moreover, in the case of *Ex parte The Incumbent of Brompton* (3 D. & Sm. 626, at p. 634), PARKER, V.C., seemed to have treated the provisions of the 22nd section as provisions relating to the administration of charities. Therefore, inasmuch as the court had an inherent jurisdiction to vary schemes which had been made by the court itself, he (Mr. Justice Chitty) was of opinion that the additional powers conferred on the court as to apportionment were likewise variable. It should also be observed, with regard to Sir Samuel Romilly's Act, that the procedure under 8 & 9 Vict. c. 70, s. 22, was by petition, and the petition was to be presented, tried, and determined under Sir Samuel Romilly's Act. The court was therefore enabled to act on petition, and the necessity of proceeding by information was got rid of. Notwithstanding that under Sir Samuel Romilly's Act there were strong words to the effect that orders made should be final and conclusive, unless aggrieved parties should, within two years from the date of the order, appeal to the House of Lords, yet it was unquestionable that the court had jurisdiction to subsequently alter a scheme settled on a petition under the Act. He was therefore of opinion that the orders now in question could not be deemed to be final orders, and, as it seemed that the apportionment in question was wholly inappropriate, and as all parties were presumably before him and desired an alteration of the present system of distribution, he should direct the orders to be discharged.—SOLICITORS, *Green & Hartcup*; *Clabon*.

PRACTICE—INFANCY—CUSTODY OF INFANT—CONCEALMENT—ORDER ON PERSON NOT IN CONTEMPT—JURISDICTION.—In the case of *Rosenberg v. Lindo*, before CHITTY, J., on the 6th inst., a motion was made on behalf of a Roman Catholic bishop and the lady superior of a Catholic home for poor children, to discharge an order made by his lordship on the 21st ult., and obtained *ex parte*, requiring the personal attendance of the present applicants in court, on the ground of irregularity and want of jurisdiction, and also upon the merits, such order not being justified by the facts of the case. The order sought to be discharged was obtained by the petitioners upon evidence of an infant not being in the custody of its parents, and of *prima facie* evidence that the present applicants were able to give information as to the infant's address. It was contended that the order was an unprecedented extension of the jurisdiction of the court, for it was an order requiring the personal attendance of persons who were not shown to have interfered with, disobeyed, or otherwise offended the court, and one of whom (the bishop) was not even a respondent to the petition for custody, and that the order was irregular and vexatious. On the other hand, cases were cited in support of the order, showing that in all cases where a ward of court was in wrongful custody the court had the right to call for information from any persons, whether such persons were innocent or not of the offence upon which the order was based, and *Ramsbotham v. Senior* (17 W. R. 1057, L. R. 8 Eq. 575) was referred to as exemplifying the generality of the rule by its extension to the case of a solicitor who was alleged to have acquired his knowledge professionally. To this it was replied that the rule had been overstated, Lord Cottenham having said in *In re Spence* (2 Ph. 247, at p. 253), with reference to compelling a person to disclose the place of concealment of an infant, that the court could exercise its jurisdiction over such a person if he had the child in his custody, but could not put it in force against parties to compel them to disclose facts of which they were mere witnesses. In *Ramsbotham v. Senior* the person against whom the order was made was a solicitor desiring the direction of the court. In any event, if there were a wider jurisdiction, it was one which the court would only exercise under special circumstances, such as did not exist in the case before the court. CHITTY, J., said that the case was of some importance with reference to the jurisdiction of the court. The contention was that an order requiring personal attendance in a case like that before the court could only be made in exercise of the court's jurisdiction in contempt, and that such jurisdiction would be put in force only in those cases where contempt was proved or reasonable likelihood of proving contempt made out, or where grave suspicion of contempt was shown. This was not so. The jurisdiction of the court to make the order against the present applicants was based, not on any part of the law of contempt, but on the law which related to the custody of infants. Without entering into the history of this jurisdiction,

it was sufficient to say that it had by process of time become a part of the general jurisdiction of the old Court of Chancery, and had by the Judicature Act been assigned to the newly-constituted Chancery Division as part of its special jurisdiction. His lordship's experience of the practice in these cases was that persons were ordered to attend who were supposed to be in a position to give the information sought as to the place of concealment, and, perhaps, the fact that such orders were generally made in chambers (questions as to its wards being more usually determined by the court in private) had caused the precedents as to practice of the court being less numerous than they otherwise would have been. The practice was, moreover, to proceed by order and not by *subpoena*, and although there was, perhaps, but little substantial difference between the two courses, yet the mode of procedure in use had the advantage of being more speedy and vigorous and better adapted for a class of cases which often required to be swiftly and promptly dealt with, an order being, if necessary, rapidly enforceable by attachment. It was essential that the jurisdiction of the court should be preserved in its integrity. In the case of *Ramsbotham v. Senior*, the late Vice-Chancellor Malins had no hesitation as to the rule in such cases, and although in the report of that case it did not appear that the case of *In re Spence* was referred to, it was most unlikely that the learned Vice-Chancellor had not before him so well known a case. The statement by Lord Cottenham referred to by the counsel supporting the motion was, moreover, a mere *dictum* which did not directly connect itself with his judgment, and there was nothing to be inferred from the case that Lord Cottenham was disclaiming jurisdiction, although his words looked like it. They rather meant that the case before him was not one in which the court would exercise its jurisdiction. He (Mr. Justice Chitty) was satisfied that the object of the present order was not vexatious. The bishop had himself assumed responsibility in the matter, and taking this fact into consideration, the court, without imputing anything improper and without desiring to do anything that might appear derogatory to the persons concerned, felt itself compelled to uphold the order complained of by them and to dismiss their motion, and to dismiss it, if asked, with costs.—SOLICITORS, *Harting, Son, & Ellis*; *Emanuel & Simmonds*.

WILL—PROBATE—DOMICILE—EXECUTION ABROAD IN FOREIGN LANGUAGE—FOREIGN SUBJECT WIDOW OF AN ENGLISH SUBJECT—RETENTION OF ENGLISH DOMICILE.—In the Probate, Divorce, and Admiralty Division, on the 5th inst., an application was made, *In the Goods of Lady Ashburton*, for a grant of probate under the following circumstances:—The deceased, Hortense Eugénie Claire, Dowager Lady Ashburton, a French subject, having her domicile of origin in France, was married to the late Lord Ashburton, who died in 1878. She died at Paris on the 15th of December, 1882, having on the 30th of October, 1878, while resident in France, executed a will in the French language. The will was executed in accordance with the requirements of the English law, but it appeared from the affidavit of a French notary public that it was invalid in form and substance according to the law of France. The following is a translation of the words at the commencement of the will:—"This is my will. I, the undersigned, an English subject through my marriage, domiciled in England, and residing in France temporarily only, declare," &c. Evidence was given by affidavits of declarations by the deceased expressive of her intention to retain her English domicile. A suit had had been instituted before the Civil Tribunal of First Instance of the Department of the Seine, and a judgment had been given by which it was directed that the original will should be delivered to the registrar of this division. It was further stated by the affidavits that a grant of probate by this division would be acted upon by the French tribunal, and that effect would be given to the will as having been executed in France by a person having an English domicile. The Duke of Grafton, one of the executors named in the will, had since died. The Duchess of Grafton (daughter of the deceased) and the present Lord Ashburton were the only persons who would be interested in an intestacy, and the former had consented to an application for a grant of probate to the latter as surviving executor. HANNEN, P., observed that the case was of some interest as being the converse of the recent case of *Bloxam v. Favre* (*supra*, p. 334). There a British subject had acquired a foreign domicile by marrying a German, whereas here a French subject had acquired an English domicile through her marriage with an Englishman. He was satisfied with the evidence that the testatrix had never intended to abandon her English domicile, and had in fact never lost it. The validity of her will was, consequently, dependent upon the requirements of the English law, and, since it appeared that effect would be given in France to a grant of probate by this division, he had no doubt that he ought to grant the present application.—SOLICITORS, *Broughton & Broughton*.

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR PEYTS, sitting as Chief Judge.)

In re Stenson, Ex parte Merriman.

Proof of debt for work and labour done and services rendered prior to date of order of adjudication—*Quantum meruit*—Rule followed in admitting proof.

R. C. Stenson was duly adjudicated bankrupt in 1882, and Edward Harvey was appointed trustee of his estate.

On the 15th of November, 1882, Josiah John Merriman put in a proof of debt against the estate of the bankrupt for the sum of £105 alleged to be due to the said J. J. Merriman in respect of work and labour done

and services rendered to the bankrupt prior to the date of the order of adjudication, extending over a period of eight months.

On the 25th of January, 1883, the trustee gave notice of rejection of proof of debt to the creditor and to his assign, Mr. Horace Merriman. The grounds of such rejection were stated by the trustee in his notice of rejection to be that the creditor had refused to give him proper particulars of his alleged debt as and when requested by the trustee so to do; and upon the further ground that there was no debt due to Mr. Merriman, inasmuch as another person had received bills of exchange from the bankrupt for and in respect of the said services, work, and labour done prior to the date of the said order of adjudication, and had discounted the same.

A motion on behalf of the creditor was made on the 20th of February for an order reversing the decision of the trustee rejecting the proof of debt.

It appeared that the creditor, before commencing his engagement with the bankrupt, had not entered into any written contract or agreement with him, but had been induced to render him his services in respect of several separate and distinct matters of business and contracts for the purchase, sale, and mortgage, respectively, of certain valuable properties, by the distinct promise of the bankrupt to remunerate him amply and sufficiently for his time and trouble.

Herbert Reed, in support of the motion, submitted that the creditor was entitled to prove as on a *quantum meruit* in respect of his work and labour done and services rendered to the bankrupt before the date of the order of adjudication, and that the sum of £105 was a reasonable and fair remuneration, as shown by the evidence of the creditor and the other witnesses called in support of the claim, and that the court must say, as judge and jury at *Nisi Prius* would, in an action in the Queen's Bench Division of the High Court what sum would be reasonable and sufficient for the work and labour done and services rendered.

F. C. Willis, upon the other side, contended that, in the absence of any agreement for a specific sum, and in consequence of the bills of exchange having been given presumably in payment and satisfaction of the said claim, and, upon a general review of the evidence tendered on both sides, the court should refuse to interfere with the discretion of the trustee, and should dismiss the motion with costs.

Mr. Registrar PEPYS, having taken time to consider, said, in giving judgment, that the alleged agreement had been established to his satisfaction, and that he saw no sufficient reason, either in law or fact, why the creditor should not prove in respect of it. Sitting as a jury, he found that the amount claimed in the proof was a fair and reasonable sum for the creditor to claim in respect of the work and labour done and services rendered as stated. For these reasons he should reverse the decision of the trustee and admit the proof for the full amount, and direct the creditor to have his costs out of the estate.

Solicitors, F. C. Richards; Rooke & Sons.

SOCIETIES.

INCORPORATED LAW SOCIETY

The following notice of motion has been given:—

15, Walbrook, E.C., London, April 4, 1883.

Dear Sir,—I beg to give notice that at our next meeting I shall draw attention to the continually increasing obligations laid upon solicitors, both by statute and judge-made law, without a corresponding remuneration, the unreasonable risks and restrictions imposed upon their practice, the vexation they receive in the pursuit of their profession, and the unwarrantable and groundless attacks that are frequently made upon them, and shall move the following resolution:—

"That, in the opinion of this society, a greater portion of its funds should be devoted to the defence of solicitors in any attacks that may be made upon them of an unwarrantable nature, or of a nature which is detrimental to them and the public interest."

Ours is the only trades union in the kingdom which prosecutes members of its own profession for dishonesty to the public, and on that ground, as well as on account of the growing jealousy of the other branch of the profession of us, I think it is high time we did something more for our mutual protection.—Yours faithfully,

EDMUND KIMBER.

I will ask also what steps the council has taken upon the resolutions of the last meeting.

E. W. Williamson, Esq., Secretary, Incorporated Law Society, Chancery-lane, E.C.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society, held on the 10th inst., the following interesting question: "Does the usual clause in conditions of sale providing for compensation for errors of description apply to an error discovered after conveyance executed, fraud not being imputed?" was discussed. Mr. W. Van Sommer opened the question in the affirmative, and received support from Messrs. J. H. King, Metcalfe, Hicklin, Elmslie, O. J. Williams, and Blagg; while Messrs. H. Mossop, R. Mossop, A. Austin, P. T. Rhys, and Sprott advocated the negative. On the question being put, it was found there was a majority of four votes for the affirmative.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

The sixth meeting of the session of this association was held at the Law Library on Monday evening, the 9th inst., Mr. H. W. Collins, solicitor, president of the association, being in the chair. There was a large attendance, including many of the leading solicitors in the city. A most interesting paper was read by Mr. W. Cooper, joint registrar of the Liverpool County Court, on the "Bankruptcy Bill of 1883 as introduced into Parliament by Mr. J. Chamberlain, M.P., and others." After the paper, a vote of thanks was moved by Mr. A. T. Squarey, solicitor, seconded by Mr. A. Bright, M.A., solicitor, and supported by Mr. T. Bellringer—all of whom described the paper as one of the clearest and most ably written they had ever listened to—and was carried by acclamation. Mr. Cooper having briefly replied, a cordial vote of thanks to the president for presiding, and the other leading members of the profession for their presence, brought the proceedings to a close. There were forty-six members present.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION, ORDER OF COURT.

Tuesday, the 10th day of April, 1883.

Whereas the Hon. Sir Edward Fry, knight, late a judge of her Majesty's High Court of Justice, and of the Chancery Division of the said High Court, has been appointed a judge of her Majesty's Court of Appeal. Now I, the Right Honourable Roundell Earl of Selborne, Lord High Chancellor of Great Britain, do hereby order and direct that all causes and matters which are now pending before the said Sir Edward Fry, as a judge of her Majesty's High Court of Justice, be transferred to Mr. Justice Pearson and marked with his name. And I do further order that the chief clerks and other clerks and officers attached to the chambers of the said Sir Edward Fry continue to perform the same duties in relation to Mr. Justice Pearson as those which they have hitherto performed for the said Sir Edward Fry. And I do further order that so much of the Order dated the 24th of October, 1882, as directs that no cause or matter should be assigned to the said Mr. Justice Pearson, by the same being marked with his name, be discharged. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SELBORNE, C.

LEGAL APPOINTMENTS.

The Hon. Sir EDWARD FRY, one of the judges of the Chancery Division, has been appointed a Judge of the Court of Appeal, in succession to Sir William Balliol Brett, who has been appointed Master of the Rolls. Lord Justice Fry is the son of Mr. Joseph Fry, of Bristol, and was born in 1827. He was educated at University College, London, and he graduated B.A. of the University of London in 1851. He was called to the bar at Lincoln's-inn in 1853, and he became a Queen's Counsel in 1869. He practised for several years in the court of Vice-Chancellors James and Bacon, and afterwards at the Rolls Court. In 1877 he was appointed an additional judge of the Chancery Division, and he received the honour of knighthood. Lord Justice Fry is the author of a work on Specific Performance. He is a bencher of Lincoln's-inn, and vice-president of University College, London.

Mr. ARCHIBALD LEVIN SMITH, barrister, has been appointed a Judge of the Queen's Bench Division. Mr. Justice Smith was educated at Eton and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1860, and he has practised on the South-Eastern Circuit. In 1879 he succeeded the present Lord Justice Bowen in the post of junior common law counsel to the Treasury.

Mr. ROBERT ALEXANDER KINGLAKE, barrister, has been appointed Recorder of the Borough of Penzance, in succession to Mr. Alfred Henry Stonehouse Vigor, who has been appointed Recorder of Southampton. Mr. Kinglake was educated at Eton and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1868, and he practises on the Western Circuit and at the Somersetshire, Bath, and Bristol Sessions.

The Hon. WALTER FRANCIS HELY HUTCHINSON, barrister, has been appointed Chief Secretary to the Government of Malta. Mr. Hutchinson is the son of the late Earl of Donoughmore. He was called to the bar at the Inner Temple in November, 1877, and he has been for several years Colonial Secretary for the Island of Barbadoes.

Mr. FREDERICK EDWARD NICHOLSON, solicitor, of Doncaster, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FRANCIS WILLIAM LEWIS FARRAR, solicitor, of 2, Wardrobe-place, Doctors'-commons, who has been elected Vestry Clerk of the parish of St. Mary Magdalen, Knight-riding-street, in succession to his father, the late Mr. Frederick Farrar, was admitted a solicitor in 1865. He is also vestry clerk of the parishes of St. Gregory and St. Andrew-by-the-Wardrobe, and Ward Clerk of Castle Baynard Ward.

Mr. HERBERT BULLOCK, solicitor, of Gloucester, Stroud, and Cheltenham.

him, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTION OF PARTNERSHIPS.

ALFRED WYATT DIGBY, ARTHUR TABOR, and GEORGE BEVERLEY WYATT DIGBY (Digby, Tabor, & Digby), solicitors, No. 68, Gresham-street, London. April 3. [Gazette, April 6.]

ALAN WILLIAM CAM and PAUL MOON JAMES (Scarlett, Cam, & James), solicitors, 40, King-street, Chesham, London. February 3.

FRANCIS DUNSFORD, CHARLES MARSHALL HOLE, and FRANCIS STANBURY DAYMAN (Dunford, Hole, & Dayman), solicitors, Tiverton, Devon. March 12. The practice will be carried on by the said Charles Marshall Hole and Francis Stanbury Dayman.

ARTHUR TURNER HUTCHINSON and WILLIAM NEATE ROWLAND (Hutchinson & Rowland), solicitors, Dashwood House, Broad-street, London. March 31. [Gazette, April 10.]

The surviving members of the firm of Messrs. JONES, BLAXLAND, & SON, of No. 32, Lincoln's-inn-fields, having retired, the business of the above-mentioned firm will be amalgamated with the business of Messrs. BOLTON, ROBBINS, & BUSK, of No. 45, Lincoln's-inn-fields. April 12.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	Y. C. BACON.	Mr. Justice FAY.
Monday, April	16 Mr. Cobby	Mr. Merivale	Mr. Pemberton
Tuesday	17 Jackson	King	Ward
Wednesday	18 Cobby	Merivale	Pemberton
Thursday	19 Jackson	King	Ward
Friday	20 Cobby	Merivale	Pemberton
Saturday	21 Jackson	King	Ward
	Mr. Justice KAY.	Mr. Justice CHITTY.	Mr. Justice PRINCE.
Monday, April	16 Mr. Clowes	Mr. Carrington	Mr. Teesdale
Tuesday	17 Koe	Lavis	Farrer
Wednesday	18 Clowes	Carrington	Teesdale
Thursday	19 Koe	Lavis	Farrer
Friday	20 Clowes	Carrington	Teesdale
Saturday	21 Koe	Lavis	Farrer

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.—EASTER SITTINGS, 1863.

NEW TRIAL PAPER.

Standing for Judgment.

Abrah v North-Eastern Ry Co (heard before Grove and Lopes, JJ)
 Charley v Scottish Union and National Insurance Co and The Mutual Fire Insurance Corporation (heard before Grove and Lopes, JJ)

For Argument.

- Middlesex, Nowell v Williams (part heard, May 25, 26, 27, and 28, 1860, before Lord Coleridge and Grove and Lopes, JJ) Lord Coleridge
- Liverpool, Starr and anr v Bolland (stands over) Field, J
- Leeds, Crossley and Son v The Mayor, &c, of Halifax (S O to be mentioned) Bowen, LJ
- Middlesex, Belt v Lawes (a day to be named) Hindleston, B
- Middlesex, Batchelor v Fortescue (part heard before Justices Grove, Lopes and Matthew, March 2, 1863) Lopes, J
- Cambridge, Spackman and anr v Foster Matthew, J
- Middlesex, Moslin and anr v Martin Wells and Co Lopes, J
- Ipswich, Mason v Lake Field, J
- Norwich, Allison v Daplya and ors Matthew, J
- Bristol, The Commercial and Central Bank, Ltd v The Northampton Bank Co Ltd Grove, J
- Bristol, Odlin, administratrix &c by next friend v Whitham Grove, J
- Middlesex, Maxted v Parlow and anr Lopes, J
- Middlesex, Dixon v Rayner Field, J
- Durham, Williamson v Hutchinson Day, J
- Manchester, Peace v Horrocks C. Russell, QC
- Newcastle, Gray, admix v North-Eastern Ry Co and Washington Colliery Co (see No 22) Denman, J
- Liverpool, Crowther v Deakin and ors Kay, J
- Liverpool, Blackpool Winter Gardens and Pavilion Co, Ltd v Hollingshead and anr Williams, J
- Liverpool, Clare v Moseley Kay, J
- Manchester, Wilkinson v Rylands Williams, J
- Manchester, Shoolbred v Hindle and anr Kay, J
- Newcastle, Gray, admix v North-Eastern Ry Co and Washington Colliery Co (to be argued with No 16) Denman, J
- Lincoln, Smith Bros v Smack Owners' Mutual Insurance Co and ors Cotton, LJ
- Lincoln, Same v Same (to be argued together) Cotton, LJ
- Chester, Jones v Curling L C J of England
- Bristol, George v Lysaght and anr Grove, J
- Bristol, Same v Same (see No 44) Grove, J
- Manchester, Greysty and Co v London and North-Western Ry Co Williams, J
- York, Barwick v The Yeoman and Guseley Gas Light and Coke Co Denman, J
- Manchester, Bourke v Nolan Williams, J
- Manchester, Ennis and anr v Goulding, Davies and Co Williams, J
- Liverpool, Cooper v Davis Williams, J
- Liverpool, Brown v Electric Gas Light Co Williams, J
- Warwick, Thompson v Dashwood Cave, J
- Liverpool, Ricketts v Birchall Kay, J
- Middlesex, Thorne v Woolley L C J of England
- Middlesex, Wedgwood v Cornell Field, J
- Middlesex, Ferminia v Worley Gooch and Cousins Field, J
- Manchester, Cohen v Whowell Williams, J
- Derby, Wilson v D'Arc Cotton, LJ
- Cardiff, Jones v Cross Brett, LJ
- Cardiff, Same v Same motion for judgment Brett, LJ
- Liverpool, Davison v Knowles and S. Williams, J
- Bristol, George v Lysaght and anr motn for judgt (to be heard with Nos 26 and 27) Grove, J
- Liverpool, Tyson v Furness Ry Co Kay, J
- Durham, Irvine v Richards Denman, J

- Liverpool, Thanemore v Stoddart Kay, J
- Middlesex, Williams v Southwark and Deptford Trams Co Stephen, J
- Middlesex, Pombart v Orient Steam Navigation Co Field, J
- Middlesex, Beer v Foakes Cave, J
- Middlesex, Foulsham v Real and Personal Advance Co, Ltd Williams, J
- Middlesex, Hunt v Fry Day, J
- Middlesex, Medcalf, by next friend v Lehmann and anr Denman, J
- Middlesex, Munster v Lamb Williams, J
- Middlesex, Brown v Grogan Manisty, J
- Middlesex, Brown v Grogan motn for judgt Manisty, J
- Middlesex, Wakerbath v Board of Works, St Giles' District Denman, J
- Middlesex, Morton v Swinburne L C J of England
- Glamorgan, Pritchard v Lord Windsor Brett, LJ
- Middlesex, Trotter and anr, trading, &c v Wolf Williams, J
- Middlesex, Bullock v South-Eastern Ry Co L C J of England
- London, Carter and Co v Townsend and Spearman and the Union Light-crage Co (see No 65) Mathew, J
- London, Edington v Madison Field, J
- Nottingham, Hollins and Co v Verney and ors Cave, J
- London, Carter and Co v Townsend and Spearman and the Union Light-crage Co, Ltd (see No 62) Mathew, J

SPECIAL PAPER.

- Fletcher v The Mayor, &c, of Birmingham special case (stands for settlement)
- Gallischen v Stewart special case before two judges
- Trenchard v Holdway special case before two judges
- Metropolitan Brush Electric Light Co, Ltd v De Pethonier demr to 7 par of defence

OPPOSED MOTIONS.

- Bowen v Hall (S O)
- Hill and anr v Collis
- Brunt v Whitaker (S O notice to be given)
- Tautz v Hammond (S O)
- In the Matter of J H Crump, a Solicitor
- In the Matter of an Arbitration between Isaac Jenks and the Palsall Coal and Iron Co (S O notice to be given)
- Hunnings v Williamson (S O until after decision of House of Lords in Lynn v Kennedy)
- Richards v Edwards
- The Victoria Graving Dock Co v The Great Eastern Ry Co
- Same v Same
- In the Matter of an Arbitration between the Countess Mary Ossalinsky and the Mayor, &c, of Manchester to stand 1st for 1st day of sittings
- Alsworth v Great Northern Ry Co Co motn for judgt
- Belville v Sanderson
- Duff v Ellis
- Lenham and ors, Petrus v Barber, Respt
- Davies, Petrus v Shaw Respt
- Same, Petrus v Shaw, Respt
- The British Electric Light Co, Ltd and The Electric Power Co, Ltd v The Anglo-American Brush Electric Light Corporation, Ltd
- Walker and anr, trustee, &c v Smith
- In re G. Castle, gentleman, one, &c Bowler v Castle
- Hall v Turner and anr
- Stephenson, Clarke and Co v Lever and Co v Stephenson, Clarke and Co
- Skipper and anr v Digby
- Davies v Witby and ors
- Ashwin v Garrod and anr
- Belville v Sanderson and anr
- Munster v Radlton and Co
- Emerson v Sharp
- In the Matter of G. R. Jaquet, a Solicitor
- The Sun Permanent Benefit Building Society v Kent
- De Laspee v Meister
- Holden v South-Eastern Ry Co
- Brydon v Nicbuh
- Holworthy v Holdsworth
- In re W Micklethwait, a Solicitor
- Taylor v Smith Same v Same
- Harfield, trading, &c v Bullivant, trading, &c
- Pearman v The Rural Sanitary Authority of Hemel Hempstead Union
- Volmershausen, widow, trading, &c v Wignall Tulloch
- The Netherlands Steam Boat Co v White

- Mackenzie, extrix v Hession
- Chilcott v Lankford and anr CROWN PAPER.
- Cornwall, Cie. Francaise du Telegraphie de Paris a New York v Assessment Committee of Penance Union and ors
- Yorkshire, Murphy v Wilson
- Middlesex, The Queen v Justices of Middlesex
- Durham, The Queen v Simoy, Esq and ors, JJs, &c, and Gibbons and anr
- London, Hill and Co v Mercantile Steamship Co
- Cardiganshire, Williams v Davies
- Oxfordshire, The Queen v Col Thomas and anr, JJs, &c, and Overseers of Bleasheim Park
- Great Yarmouth, The Queen v Aldred, Esq, and anr, JJs, &c, and Castle
- Peterborough, The Queen v Eaton, Esq, and anr, JJs, &c, and Richards
- Yorkshire, Stead v Porritt (Samuel Birkett, Garnishee)
- Lancashire, The Queen v Lawrence, Esq, and ors, JJs, &c, for Liverpool
- Durham, The Queen v Young, Esq, and ors, JJs, &c, and White
- Middlesex, The Queen v Smith, Esq, and ors, JJs, &c, and Pritchard
- South Shields, The Queen v Wardle, Esq, and anr, JJs, &c, and South Shields Union
- Middlesex, Aspey v Metropolitan District Ry Co
- Kingston upon Hull, Great Northern Steamship Fishing Co v Edgohill
- Devonshire, Watts and ors v Bealey and ors
- Newcastle under Lyme, Beech and anr v Sainsbury
- Birmingham, Smith v Mayor, &c, of Birmingham
- Middlesex, Brown v Cutler and Sons
- Leicestershire, Johnson v Simons and anr
- Middlesex, Foulerton v Duke
- Stafford, Briggs v Swanwick
- Lancashire, Gregson v England (Thomas, claimant)
- Somersetshire, Ebbw Vale Steel, Iron and Coal Co, Ltd v Cook
- Cardiganshire, Jones v Jones and Wife
- Kent, Wickham v Phillips
- Hampshire, Schofield v Bennett
- Cornwall, Freshville v Souden and ors
- Yorkshire, W R. Dyson and ors v Greatland Local Board
- Sussex, Ancombe v Warden (Goodman third party)
- Sussex, Same v Same (Goodman's appeal)
- Staffordshire, The Queen v The Justices of Staffordshire
- Devonshire, In re The Winding up of the Barnstaple Second Annuitant Society, so far as relates to the Share of John Gould and In re other Matters
- London, The Queen v Goodlake
- Middlesex, The Queen v Gray
- Yorkshire, W. R., The Queen v Yeoman Local Board
- Yorkshire, W. R., The Queen v Wilkinson, Esq, and ors, JJs, &c
- Yorkshire, Thewlis v Addy
- Lancashire, Hamer v The Manchester City and District Bank
- Northumberland, Davison v Cowan
- Yorkshire, Baines v The Aire and Calder Navigation Co
- Glamorganshire, Lake v Routledge
- Middlesex, Duggan v Turner and anr
- Liverpool, Turner and Sons v Jones
- Cardiganshire, The Queen v Jones, Esq, and ors, JJs, &c
- Derbyshire, Cousin v Lamb
- Kent, Jones v Cooke (Lionel Pinto and anr, Claimants)
- Staffordshire, Fielding and anr v Hawley and ors
- Middlesex, The Queen v Nash, Esq, and anr, JJs, and Naborborough
- Staffordshire, The Queen v W F F Boughey, Esq, Stipendiary Magistrate
- Metropolitan Police District, The Queen v H J Bushby, Esq, Metropolitan Police Magistrate, and Simpson
- Yorkshire, Totley v Chambers
- Hertfordshire, The Queen v Whigham, Esq, Judge of Watford County Court, and Sibley
- Middlesex, The Queen v Master G J Philip Smith
- Chichester, The Queen v Church, Esq, and ors, JJs, &c
- Middlesex, The Queen v Judge of the Edmonton County Court, and Dodington
- Lancashire, The Queen v Gale, Esq, and ors, JJs, &c, and Hughes
- Glamorganshire, Weaver v Mayor, &c, of Cardiff

- 60 Lancashire, Corporation of Lancaster v Surveyors of Highways of Bulk
61 Kent, The Queen v Overseers of Tonbridge
62 Durham, Ferrers and anr v O'Brien
63 Glamorganshire, The Queen v Judge of County Court holden at Swansea and Blundell and ors
64 Yorkshire, The Queen v Judge of County Court holden at Otley and Cliff and anr
65 Kent, The Queen v Steward of Manor of Rusbhall and Freeholders' Committee of the said Manor
66 London, The Queen v Lord Mayor, &c, of London and Lawrence, Saunders and Co
67 Middlesex, London School Board v Wright
68 Yorkshire, Lumb v Beaumont
69 Herefordshire, The Queen v Judge of County Court holden at Hereford and Whinney
70 Lancashire, Hawkes v Gillett
71 Wiltshire, Loughborough and anr v Swindon New Town Urban Sanitary Authority
72 Birkenhead, Thornburn v Maguire
73 Middlesex, The Queen v Judge of Brentford County Court and ors
74 Herefordshire, The Queen v Judge of Hereford County Court
75 London, The Queen v Sir T. S. Ouden, Jc, &c, and Gruning
76 Hampshire, Evans v Toomer, R. and Co
77 Middlesex, Gibbs and ors v Great Western Ry Co
78 Somersetshire, Green v Duckett
79 Sheffield, The Queen v Recorder of Sheffield
80 Monmouthshire, The Queen v Parry
81 Yorkshire, The Queen v Judge of County Court holden at Huddersfield
82 Durham, M'Giffen v Palmer's Ship-building and Iron Co, limd
83 Surrey, Grace v Cawthorn
84 Lancashire, Holt and Wife v Rochdale Conservative Industrial Co-operative Society
85 Gloucestershire, Nurse v Mayor, &c, of Bristol
86 Surrey, Buckley v Lafone
87 Dorsetshire, The Queen v S. S. Cox, Esq, and ors, Jjs, &c, and Haycraft
88 Met Police Dist. House Property Trust, limd v Vestry of St Giles's, Camberwell
89 Bristol, Brown v The Bristol Waterworks Co
90 Cumberland, The Queen v H. H. Watson and ors, Jjs, &c, and Birnie
91 Glamorganshire, The Queen v Justices of Glamorganshire
92 New Sarum, Williams v Powning
93 Middlesex, Binns v Smith
94 Darlington, Taylor v Smettem
95 Middlesex, Townsend v Butler
96 Flintshire, The Queen v Pennant, Esq, and ors, Jjs, &c, and St Asaph Highway Board
97 London, Catford v Jones and anr
98 Kingston-on-Thames, Kingston Union v Smithers
99 Cheshire, The Queen v Justices of Chester as the County Highway Authority
100 Middlesex, Osborn v Jackson & anr
101 Central Criminal Court, The Queen v Tonge
102 Kent, Pembroke v Churchwarden, &c, of the Parish of Wye
103 Hertfordshire, Bolton v Midland Ry Co
104 Met. Police Dist., Barber v The Catholic Life and Fire Assurance and Annuity Institution, limd
105 Middlesex, Salter v Tompkins
106 Huntingdonshire, Street v Great Eastern Ry Co
107 Middlesex, Mustoe v The Henry Rifle Barrel Engineering and Small Arms Co, limd
108 Cheshire, Lancaster v Minx and anr
109 Met. Police Dist., Phillips v Waterfield
110 Cheshire, The Queen v Williams, Registrar of County Ct. of Cheshire and Skinner
111 Manchester, The Queen v Chorlton-upon-Medlock Union and ors (de Yates' Rate)
112 Manchester, The Queen v The Same (de Almonds' Rate)
113 Devonport, Northcott v The Devonport Urban Sanitary Authority
REVENUE PAPER.
Attorney-General v Emerson and ors referred by Mr. Justice Hawkins from Chambers
1 Martin, Surveyor of Taxes v Trustees of Congregational Memorial Hall
2 East, Surveyor, &c v The London Assurance Corporation
3 Blake, Surveyor, &c v Imperial Brazilian, Natal, and Nova Cruz Ry Co, limd
4 The Burial Board of Paddington v The Commissioners of Inland Revenue

LEICESTER GENERAL CARTERS' SOCIETY, Windmill Inn, Church gate, Leicester Mar 29
SLINGSBY WORKING MAN'S BENEFIT SOCIETY, Slingsby, York. Mar 29 [Gazette, April 4.]
PELSALL HALL FRIENDLY SOCIETY, Pelsall Hall Room, Pelsall, Stafford. April 9 [Gazette, April 10.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ARROWSMITH, EDWIN, Edgware rd, Wine Merchant. Apr 27. Pound v Arrow-smith, Chitty, J. Fox, St Mary's sq, Paddington
SHARPE, ALBERT GEORGE, Regent st, St James's, Dressing Case Maker. Apr 28. Sibley Hyam and Co v Sharpe, Chitty, J. Schultz, Union ct, Old Broad st
DAVLEY, ROBERT LACON, Great Ormond st, Queen's sq. Apr 20. Forster v Sibley, Kay, J. Mallam, Staple inn, Holborn
[Gazette, March 30.]

CRAWCOUR, ABRAHAM, Foulies terrace, Brompton, Gent. May 1. Walter v Craw-cour, Chitty, J. Temple, Moorgate st
KIRK, RICHARD, Ordinance rd, Woolwich Common, Licensed Victualler. Apr 28. Kirk v Kirk, Kay, J. Fiddock, Woolwich
HENDERSON, MARY, Huddersfield. Apr 17. Taylor v Dickinson, Kay, J. Sykes, Huddersfield
ROBERTS, SARAH ANN, Topsham, Devon. May 1. Butler v Williams, Fry, J. Petrick, Exeter
SAVORY, HENRY BROWNE, Finsbury Barracks, City rd, Major in H.M. Army. Apr 27. Barker v Millett, Bacon, V.C. Smith, Craven st, Strand
TUDOR, FREDERIC SIDNEY SCRIPPS, Kingston upon Hull, Whitelead Manu-facturer. May 8. Tudor v Tudor, Chitty, J. Webb, Argyll st, Regent st
[Gazette, April 8.]

THOMPSON, JOHN, Sheffield, Corn Factor. May 12. Hardingham v Thompson, Fry, J. Binney, Sheffield
WORME, MARY ELIZABETH, Blofield, Norfolk. May 19. Worme v Worme, Fry, J. Tillet, Norwich
[Gazette, April 8.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ANDREWS, GEORGE JAMES, Dorchester, Dorset, Solicitor. Apr 16. Andrews and Co, Dorchester
ASHFORD, JOHN, Counter Hill, Deptford, Gent. May 1. Sandom and Co, Grace-church st
BIETWISTLE, THOMAS, Accrington, Lancaster. Gent. Apr 14. Holland, Blackburn BLETHYN, MARY, Cardiff, Glamorgan. Apr 21. Jones, Cardiff
BURROW, ELIZABETH GILBERT, Liverpool. May 4. Wright and Co, Liverpool
BURROW, MARY, Liverpool. May 4. Wright and Co, Liverpool
BURTON, ROBERT, Leeds, Mechanical Engineer. May 1. Eddison and Eddison, Leeds
CORMOULS, PHILIP, Kenilworth, Warwick, Gent. May 21. Twist and Sons, Coventry
COSTAIN, JOHN, Liverpool, Baker. Apr 28. Bremner and Co, Liverpool
CRISP, EDMUND ROBERT, Euston rd. Apr 20. Flavell and Bowman, Bedford row
ELHOAT, FREDERICK GOZNA, Gloucester rd, Regent's park, Auctioneer. May 1. Taylor and Co, Farnival's inn
ENSOR, FRANCES ELIZABETH, Dorchester, Dorset. Apr 2. Andrews and Co, Dorchester
FLETCHER, JOHN, Medomsley, Durham, Gent. May 17. Francis and Bates, New-castle-upon-Tyne
GAGEN, THOMAS JOHN, High st, Poplar, Saddler. Apr 23. Blake and Snow, College hill, Cannon st
GALLOWAY, MATTHEW, Thearne, York, Farmer. Apr 21. Shepherd and Co, Beverley
GIBSON, ALDERSON, Castleside, Durham, Yeoman. May 1. Maddison, jun, Durham
GOODENOUGH, Colonel OSBORNE HALL, Belgrave rd, Pimlico. May 10. Farrer and Co, Lincoln's inn fields
HEYWARD, MARY, Newton Abbot, Devon. May 12. Francis and Co, Newton Abbot
HOPKINS, JOHN, Cardiff. May 31. Harwood and Boutflower, Bristol
JACKSON, JOHN, Birmingham, Hooper. Apr 28. Harrison, Ambleside
JAMES, ROBERT, The Laurels, Brixton rise, Esq. Apr 26. Gellatly and Co, Lombard ct
JONES, JANE, Raglan, Monmouth. May 12. Gustard, Usk
JONES, JOHN ROWLAND, Birkenhead, Cheshire, Surveyor. June 1. Keightley and Co, Liverpool
JONES, SAMUEL URWICK, Budleigh Salterton, Devon. Gent. Apr 30. Kerly, Great Winchester st
LAWRENCE, JANE, Mossley Hill, nr Liverpool, Lancaster. May 1. Field and Weightman, Liverpool
MORGAN, ELIZABETH TRIPE, Dawlish, Devon. Apr 24. Pope, jun, Exeter
MORGAN, THOMAS, Mynyddyslwyn, Monmouth, Gent. May 15. James and Co, Merthyr Tydfil
OULIVANT, Right Rev ALFRED, D.D., Bishop of Llandaff. May 10. Dunning, Parliament st, Westminster
RABBETTS, LOUISE CATHERINE, Aldeburgh, Suffolk. Apr 24. Ward and Co, Gray's inn sq
ROY, HARRIET ANNE FITZ, Green st, Grosvenor sq. Apr 25. Parkin and Co, New sq, Lincoln's inn
RYDER, Hon FREDERICK DUDLEY, Ickleford House, Herts. May 1. Birch and Birch, Lichfield
SMITH, PETER, Latchford, Chester, Gent. Apr 30. Nicholson and Co, Warring-ton
STRAON, FRANCIS, Tenby, Pembroke, General. May 15. Stokes, Tenby
SWALES, SAMUEL, Tollerton, York, Farmer. June 1. Walker, York
THORNS, JAMES, Skirbeck, Lincoln, J.P. June 15. Stanland and Wigelsworth, Boston
TOWLER, SAMUEL (and not FOWLER, as erroneously printed in last Gazette), Leeds, Pavlour. May 1. Barker, Leeds
WEBSTER, WILLIAM, Whitwell, Derby, Farmer. May 1. Hodding and Beover, Worksoop
WILSON, JOHN, Howden Dene, Northumberland, Chemical Manufacturer. May 1. Stinton and Atkinson, Newcastle upon Tyne
WENSTED, SWEN, Holly st, Dalston, Gent. May 7. Mills and Co, Brunswick pl, City rd
YEOMANS, ELIZABETH, Wollaston, nr Stourbridge, Worcester. June 16. Perry, Stourbridge
[Gazette, March 23.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GREAT BRITAIN SMOKE CONSUMING AND FUEL SAVING COMPANY, LIMITED.—Chitty, J., has, by an order dated March 19, appointed Mr Alfred Andrey Broad, 35, Walbrook, to be official liquidator. Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, May 23 at 12, is appointed for hearing and adjudicating upon the debts and claims
MIDLAND FRUIT PRESERVING COMPANY, LIMITED.—Kay, J., has fixed Tuesday, April 17 at 12, at his chambers, for the appointment of an official liquidator
PARTON HEMATITE IRON COMPANY, LIMITED.—Petition for winding up, presented April 4, directed to be heard before Bacon, V.C., on Saturday, April 14. Clarke and Co, Lincoln's inn fields, agents for Holden and Holden, Bolton, solicitors for the petitioner
SOUTH-EAST WYNAAD ESTATES AND GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented April 3, directed to be heard before Bacon, V.C., on Saturday, April 14. Mason and Edwards, Lincoln's inn fields, solicitors for the petitioner
TRAMWAYS AND LIGHT RAILWAYS CONSTRUCTION COMPANY, LIMITED.—Petition for winding up, presented Mar 6, directed to be re-heard before Chitty, J., on April 14. Bircham and Co, Austin Friars, solicitors for the petitioners
WHITE STAR CONSOLIDATED MINING COMPANY, LIMITED.—Petition for winding up, presented April 5, directed to be heard before Bacon, V.C., on Saturday, April 14. Snell and Co, George st, Mansion House, solicitors for the petitioner
[Gazette, April 6.]
FRENCH DATE COFFEE COMPANY, LIMITED.—Chitty, J., has, by an order dated Mar 1, appointed James Boyes, 42, Poultry, to be official liquidator
J. B. LAMBE AND COMPANY, LIMITED.—Fry, J., has fixed Thursday, April 26 at 11, at his chambers, for the appointment of an official liquidator
MILFORD HAVEN RAILWAY AND ESTATE COMPANY, LIMITED.—Petition for winding up, presented April 9, directed to be heard before Kay, J., on Friday, April 20. Linklater & Co, Walbrook, solicitors for the petitioner
NORWAY COPPER MINES COMPANY, LIMITED.—Kay, J., has fixed Friday, April 20 at 12, at his chambers, for the appointment of an official liquidator
OXFORD BUILDING AND INVESTMENT COMPANY, LIMITED.—Petition for winding up, presented April 5, directed to be heard before Kay, J., on April 20. Philpot and Son, Bedford row, agents for Morrell and Son, Oxford, solicitors for the petitioners
PANDORA THEATRE, LIMITED.—Fry, J., has fixed Wednesday, April 18 at 11, at his chambers, for the appointment of an official liquidator
SEVERN VALLEY COLLIERY COMPANY, LIMITED.—Kay, J., has fixed April 18 at 12, at his chambers for the appointment of an official liquidator
[Gazette, April 10.]
FRIENDLY SOCIETIES DISSOLVED.
BIRMINGHAM FESTIVAL CHORAL SOCIETY, Birmingham and Midland Institute, Birmingham. Mar 28
BRITISH WORKMAN IMPROVED FRIENDLY SOCIETY, Townhall, New Frodingham, Lincoln. Mar 30

BRACKETT, ARCHIBALD CAMPBELL STEWART, Weston super Mare, Somerset, Esq. May 12. Monckton and Co, Lincoln's inn fields
BURGESS, RICHARD, Hay, nr Bridgnorth, Salop, Gent. April 30. Newill, Wellington
CHOPP, JOHN, Hoddesdon, Hertford, Esq. May 24. Taylor and Co, Great James st, Bedford row
DUDGON, ROBERT, Amptill sq, Esq. May 1. Miller and Co, Salter's Hall ct
ETHE, GEORGE JOHN, Brighton, Sussex, Esq. May 1. White, Bedford row
JOHNSON, WILLIAM, Ipswich, Suffolk, Gent. Apr 19. Trick, Green lanes, Stoke Newington
LARREY, MARY, Tadcaster, York. May 14. Kell, Wetherby
OLIVANT, Right Rev ALFRED, D.D., Bishop of Llandaff. May 10. Dunning, Parliament st, Westminster
PICHER, WILLIAM WOOD, St Margaret's at Cliffe, Kent, Farmer. Apr 30. Klocker, Dover
RAYNE, CHARLES, Maida vale, Gent. Apr 30. Scalfie, Edgware rd
SHIRES, WILLIAM, Banner st, St Luke's, Secretary to the Loyal United Friends Society. Apr 28. Child, South sq, Gray's inn
STONE, CHARLES JOHN, Poole, Dorset, Gent. May 2. Steggall and Hooper, Weymouth
WITAKER, MARY ANN, Crowndale rd, Oakley sq. June 1. Burgoynes and Co, Oxford st
WOOTTON, EDWARD, Pendleton, Lancaster, Ironmonger. Apr 30. Brett and Craven, Manchester
[Gazette, March 27.]

ABDOTT, JOHN, Christchurch, Southampton, Auctioneer. May 26. Watkins and Co, Sackville st
BAIRDWIN, ELIZABETH, Clapton rd, Upper Clapton. Apr 30. Keene and Co, Mark lane
BELL, JOSEPH WIDDOWSON, Leeds, Watchmaker. May 1. Arundel, Leeds
BENNETT, FRANCIS WALTER, Acorington, Lancaster, Watchmaker. May 15. Haworth and Broughton, Accrington
BULLOCK, EDWIN LUTHER, West Bromwich, Stafford, Ironfounder. May 1. Jackson and Sharpe, West Bromwich
CARNE, JAMES LINNEY, Wigan, Lancaster, Confectioner. Apr 15. Heald, Wigan
CORRATH, FREDERICK JOHN, Boundary rd, St John's Wood, Upholsterer. May 14. Goren, South Molton st, Oxford st
DALLAS, RICHARD ARDILL, Kensington gardens sq, Esq, LL.D. May 2. Blount and Co, King st, Cheapside
ENSOR, FRANCIS, Oporto, Portugal. Apr 30. Ellis and Co, St Swithin's lane
ESSEY, HENRY, Chester. May 5. Brown and Rogers, Chester
HAYNES, ELIZABETH, High st, Brentford. May 22. Ruston and Co, Brentford
HEATMAN, THOMAS, Bromley, Kent, Gent. May 14. Goren, South Molton st, Oxford st
HUMPHREYS, ALICE MARY, Birmingham. May 12. Cottrell and Son, Birmingham
HYDE, JOHN MOORE, Cambridge Gardens, North Kensington. May 1. Deane and Co, South sq, Gray's inn
JACKSON, JOHN, Birmingham, Hooper. Apr 28. Harrison, Ambleside
LEED, JAMES, South Wingfield, Derby, Farmer. June 25. Thorpe and Nottingham
LYNAS, JOSEPH, jun, Thorne, York, Grocer. May 1. Taylor and Newbone, Doncaster
MCKENZIE, ALEXANDER GEARY, Birmingham, Draper. May 25. Assinder, Birmingham
MOORE, JOSEPH, Cudworth, Warwick, Wheelwright. May 23. Assinder, Birmingham
NORMAN, THOMAS, Leicester, Gent. June 25. J. and R. Harvey, Leicester
PARRY, ROBERT, Llanarmon-yn-Yale, Denbigh, Gent. May 1. James and James, Wrexham
REDFERN, JOSEPH, Chesterfield, Derby, Gent. May 7. Jones and Middleton, Chesterfield
REEVE, JAMES RICHARD, Shepherd's lane, Brixton, Licensed Victualler. May 1. Nash and Field, Queen st, Cheapside
SMITH, THOMAS, Nottingham, Licensed Victualler. May 12. Neville, Nottingham
TAYLER, THOMAS COTTRELL, Birmingham, Gent. May 24. Assinder, Birmingham
TAYLOR, WILLIAM, Moor st, Soho, Tobacconist. Mar 30. Davies, Tottenham court rd
THOMLINSON, BENJAMIN, Bradford, York, Gent. May 1. Rawnsley, Bradford
WALLAS, ROBERT, Barrow in Furness, Lancaster, Bank Manager. May 1. Preston, Barrow in Furness
WILLIAMS, WILLIAM FREDERICK, Temple lane, Gent. May 10. Layton and Co, Budge row
[Gazette, March 30.]

April 6.—*Bill Read a Second Time.*
 Ballot Act Continuance.

Bill Read a First Time.

Bill to provide for the repair and maintenance of certain highways in the New Forest, in the county of Southampton (Mr. COURTNEY).

April 9.—*Bill Read a Second Time.*

Explosives (also passed through Committee and read a third time).

April 10.—*Bills Read a Second Time.*

PRIVATE BILLS.—Devon and Cornwall Central Railway (Plymouth and Devonport Extension); East and West Junction Railway.

Bill in Committee.

Patents for Inventions (No. 3).

April 11.—*Bill Read a Second Time.*

PRIVATE BILL.—Law's Patent.

New Bill.

Bill to amend and consolidate the law of copyright (Mr. HASTINGS).

RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale, held at their sale-room, Crown-court, Old Broad-street, E.C., on the 12th inst., the following were among the prices obtained:—Cankin Bamoo Gold Mines, 5s. 6d.; West Metropolitan Trams, £9 10s.; Richmond Consolidated Mine, £7; Hoover Hill Gold Mine, 4s. 3d.; Briton Medical and General Life Association, £10 shares, £5 paid, £1; London, Edinburgh, and Glasgow Assurance £1 shares, 10s. paid, 10s.; Fire Insurance Association, 1½; Oriental Telephone "B" Deferred, 10s.; Gaslight and Coke "H" 139½; Alabama Bonds, 2 per cent.; and other miscellaneous securities fetched fair prices.

SALE OF THE ENSUING WEEK.

April 17.—Mr. ROBINS, at the Mart, at 2 p.m., Freehold and Leasehold Properties and Ground Rents (see advertisement, this week, p. 408).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

KEBBELL.—April 7, at Woodford Wells, Essex, the wife of George Kebbell, solicitor, of a son.

MARRIAGE.

RUDDOCK—GOWING.—April 5, at Hellesdon Church, Richard Turner Ruddock, solicitor, Great Yarmouth, to Ellen Elizabeth, daughter of George Gowing Hellesdon Hall, Norfolk.

DEATHS.

TAYLOR.—April 7, at Beauchiff, Alderley Edge, George Taylor, of Stalybridge, solicitor.

THOMSON.—April 4, at his residence, 2, Cornwall-villas, Woodridings, Pinner, John Scarlett Thomson, of the firm of Thomson & Edwards, solicitors, 57, Moor-gate-street, aged 82.

LONDON GAZETTES.

Bankrupts.

FRIDAY, April 6, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
 To Surrender in London.

Bailey, Charles, Alma ter, Fulham rd, Builder. Pet April 3. Murray. April 20 at 11
 Brooke, Robert George, Lupus st, Pimlico. Pet April 3. Murray. April 20 at 12
 Cohen, Daniel, Chiswell st, Finsbury, Tin Plate Merchant. Pet April 3. Murray. April 20 at 12
 Collingwood, Edwin, Golden Cross Hotel, Charing Cross, of no occupation. Pet April 3. Murray. April 20 at 11
 Grigg, William, Eastbourne ter, Paddington, Medical Electrician. Pet April 4. Brougham. April 17 at 11
 Hudson, Henry, Arundel st, Strand, Newspaper Proprietor. Pet April 4. Brougham. April 17 at 12
 To Surrender in the Country.

Acres, Percival George, Leicester, Boot Manufacturer. Pet April 3. Ingram. Leicester, April 19 at 11
 Beaumont, George, Southport, Lancashire, Cotton Spinner. Pet Mar 31. Tweeddale. Oldham, April 18 at 11
 Cobden, Halstead Sayer, Bruton, Somerset. Pet Mar 30. Batten. Yeovil, April 20 at 12.30
 Evans, George, Grimston, Leicester, Farmer. Pet April 3. Ingram. Leicester. April 19 at 12
 Heaver, Edward, New Thornton Heath, Surrey, Dairyman. Pet April 4. Rowland. Croydon, April 24 at 3
 Musgrove, Richard, Liverpool, General Merchant. Pet April 4. Bellringer. Liverpool, April 17 at 12
 Wood, Thomas, Halifax, Farmer. Pet April 3. Rankin. Halifax, April 20 at 11
 Young, Thomas, London rd, Croydon, Solicitor. Pet April 2. Rowland. Croydon, April 20 at 3

TUESDAY, April 10, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
 To Surrender in London.

Norris, William, East st, Kennington rd, Carman. Pet Feb 15. Haultt. April 25 at 11

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

April 5.—*Bills Read a Second Time.*

Medical Act Amendment; Consolidated Fund (No. 2).

Bills Read a Third Time.

PRIVATE BILLS.—Scottish Widows' Fund and Life Assurance Society; Billingham and Metheringham Light Railway.

April 6.—*Bills Read a Second Time.*

Contempt of Court; Consolidated Fund (No. 2).

April 9.—*Bill Read a Second Time.*

Explosives (Committee dispensed with and read a third time).

April 10.—*Royal Assent.*

The Royal Assent was given to the following Bills:—Consolidated Fund (No. 2); National Gallery Loan; and Explosive Substances.

HOUSE OF COMMONS.

April 5.—*Bill Read a Second Time.*

PRIVATE BILL.—South London Tramways.
 Crown Lands.

Bill in Committee.

my (Annual).

Bills Read a First Time.

Bill for prohibiting the sale of intoxicating liquors on Sunday in the county of Northumberland, the city of Newcastle-on-Tyne, and the town of Berwick-on-Tweed (Mr. JERNINGHAM).

Bill to enable leaseholders of houses and cottages to purchase the fee simple of their property (Mr. BROADBENT).

Nurse, Richmond, Keston rd, East Dulwich, Builder. Pet April 7. Hazlitt. April 25 at 11.30
 Petrie, Martin, Hanover ter, Kensington park, Lieutenant-Colonel in the Army. Pet April 5. Hazlitt. April 25 at 11
 Sprake, William, Bernondsey New rd, Wholesale Confectioner. Pet April 6. Pepps. April 25 at 12
 Turner, Edwin, Briar villas, Starch Green rd, Builder. Pet April 6. Pepps. April 25 at 2
 Wandle, Job, Edgware rd, Marylebone, Draper. Pet April 7. Hazlitt. April 25 at 1

To Surrender in the Country.

Blackhurst, Jabez, Tunstall, Stafford, Earthenware Manufacturer. Pet April 2. Tennant. Hanley, April 23 at 11
 Cavey, Arthur, Bradford, York, Innkeeper. Pet April 6. Lee. Bradford, April 25 at 12
 Cumming, Robert Henry, Lostwithiel, Cornwall, Ironmonger. Pet April 7. Chilcott. Truro, April 25 at 10.30
 Forster, William, High Walker, Northumberland, Tailor. Pet April 7. Daggett. Newcastle, April 25 at 11
 McDowell, Hugh K. Barrow-in-Furness, Baker. Pet April 4. Postlethwaite. Barrow-in-Furness, April 23 at 8
 Neill, George Robert, Rotherham, York, Accountant. Pet April 6. Wake. Sheffield, April 26 at 1

BANKRUPTCIES ANNULLED.

FRIDAY, April 6, 1883.

Brill, Charles, Thistle grove, South Kensington, out of business. April 8

TUESDAY, April 10, 1883.

Collins, Samuel Hector, Gloucester, Corn Merchant. April 6

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 6, 1883.

Altham, Robert, Leighton rd, Kentish Town, Ironmonger's Assistant. Apr 23 at 3 at office of Noon and Clarke, Blomfield st
 Arkell, Thomas, Gilbert st, Oxford st, Boot Manufacturer. Apr 16 at 3 at 3, West st, Finsbury circus. Chapman, Pancras lane
 Barton, Richard, West Leigh, Lancaster, Chemical Manufacturer. Apr 25 at 2 at Mitre Hotel, Cathedral yd, Manchester. Haslam, Manchester
 Beckett, John William Henry, Gt Yarmouth, Fish Merchant. Apr 17 at 12 at Hall Quay chbrs, Hall Quay, Gt Yarmouth. Cowi, Gt Yarmouth
 Bennett, Nathan, and Benjamin Cox, Sedgley, Stafford, Carriers. Apr 18 at 4 at office of Warrington and Thompson, Castle st, Dudley
 Brough, James, Hanley, Beerseller. Apr 13 at 12 at office of Cooper, John st, Tunstall
 Burnett, Samuel, Otley, York, Picture Frame Maker. Apr 17 at 11 at office of Dacre, Park sq, Leeds
 Colley, John, Claines, Worcester, out of business. Apr 16 at 12 at Station Tavern, Droitwich. Tree and Son, Worcester
 Cooper, Daniel, Tettenhall, Stafford, Commission Agent. Apr 18 at 12 at office of Neve and Cresswell, Darlington st, Wolverhampton
 Crane, William, Gloucester, Coal Merchant. Apr 19 at 11 at office of Henderson, Berkeley st, Gloucester
 Crookes, William, York, Box Manufacturer. Apr 18 at 1 at office of Wilkinson, St Helen's sq, York
 Davey, Henry Matthew, Salisbury sq, Fleet st, Licensed Victualler. Apr 30 at 3 at office of Stevens and Co, St Mildred's ct, Poultry
 Faulkner, George Joseph, Manchester, Grocer. Apr 17 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester
 Felsenthal, Adolph, and Maximilian Felsenthal, Bury ct, St Mary Axe, Dealers in Hardware Goods. Apr 23 at 2 at office of Peace and Bradley, Grocers' hall ct, Poultry
 Feltham, Robert, Kingsland rd, Licensed Victualler. Apr 17 at 3 at offices of Procter, Princes st, Spitalfields
 Ford, Lewis, and Frederick Clitherow Margrett, Birmingham, Enamelled Slate Manufacturers. Apr 16 at 2.30 at Queen's Hotel, Stephenson pl, Birmingham. Ratcliffe, Birmingham
 Francis, Robert, Brighton, Draper. Apr 18 at 12 at office of Edmonds and Co, Cheapside. Lamb and Evert, Brighton
 Fry, Isaac, Chippenham, Wilts, Grocer. Apr 20 at 11 at office of Bartrum and Bartlett, Northumberland bldgs, Bath
 Gadd, Mary, Dorking, Surrey, Lodging house Keeper. Apr 25 at 3 at office of Down, South st, Dorking
 Gauntlett, Kate Irene, Bournemouth, Hants, Dressmaker. Apr 19 at 3 at office of Aldridge, Westover villas, Bournemouth
 Glanville, Edward, Oxford, Publican. Apr 18 at 11 at office of Newman, Friar st, Reading
 Graham, John, Stockton-on-Tees, Durham, Draper. Apr 16 at 3 at office of Faber and Fawcett, Finkle st, Stockton-on-Tees
 Gray, John William, Workington, Cumberland, Grocer. Apr 24 at 1 at office of Paisley, Bridge st, Workington
 Groom, Frederick, Alderton, nr Woodbridge, Suffolk, Grocer. Apr 23 at 2 at office of Pollard, St. Lawrence st, Ipswich
 Gullick, Thomas John, New Bond st, Decorator. Apr 24 at 3 at 270, High Holborn. Leslie, Brook st, Hanover sq
 Hart, James George, Scarborough, York, Auctioneer. April 20 at 3 at office of Hart, Queen st, Scarborough
 Holland, George, Hastings, Sussex, Butcher. Apr 17 at 12 at office of Davenport and Co, Bank bldgs, Hastings
 House, John, Bradford, York, Machine Broker. Apr 20 at 3 at office of Last and Betts, Bond st, Bradford
 James, George, Hanley, Stafford, Cattle Dealer. Apr 19 at 11 at Royal Hotel, Crewe. Ashmall, Hanley
 Kistruck, Joseph Clarke, Bileston, Suffolk, Engineer. Apr 20 at 12 at King's Head Inn, Bileston. Hayward, Stowmarket
 Langford, John Andrew, High rd, Chiswick, Clothier. Apr 21 at 1 at office of Raphael, Moorgate st
 Langstrath, John, Llandudno, Carnarvon, Licensed Victualler. May 2 at 12 at Queen's Hotel, Chester. Chamberlain, Llandudno
 Lazarus, Moss, King st, Hammersmith, Tailor. Apr 16 at 3 at office of Barnett, Palmerston bldgs, Old Broad st
 Leech, James, Oldham, Lancaster, Smallware Dealer. Apr 20 at 3 at King's Arms Hotel, Yorkshire st, Oldham. Davies, Oldham
 Legg, William, Wokingham, Berks, Leather Dresser. Apr 20 at 3 at office of Robinson, Ventry House, Christchurch passage, Newgate st
 Lewis, John Edward, Bardon, Gloucester, Grocer. Apr 18 at 1 at City Arms Hotel, Hereford. Westry-Evans, Cardiff
 Lucas, Lionel Richard, Louth, Lincoln, Wine and Spirit Merchant. Apr 19 at 11 at Masons Arms Hotel, Louth. Sharpley
 Luger, John Bromley, Colchester, Essex, Corn Merchant. Apr 25 at 3 at offices of Jones, Town-hall chbrs, Colchester
 Lumsden, Archibald, Stockton-on-Tees, Durham, Sack Manufacturer. Apr 16 at 12.30 at office of Lewis, Zetland rd, Middlesbrough
 Lunn, Arthur Charles, Birmingham, Grocer. Apr 16 at 11 at office of James, Temple st, Birmingham
 Manton, Thomas Henry, Handsworth, Stafford, Silversmith. Apr 19 at 12 at office of Garland, Colmore row, Birmingham

Martin, John, and William Alfred Ward, Hyde, Chester, Builders. Apr 19 at 3 at office of Smith and Brother, Hyde lane, Hyde
 Midgley, Charles, Lancaster rd, Notting hill, Commercial Traveller. Apr 24 at 3 at Mullen's Hotel, Ironmonger lane. Hare, Metal Exchange bldgs, Leadenhall avenue, Gracechurch st
 Miller, James, Standfield, nr Wymondham, Farmer. Apr 17 at 12 at office of Conks and Co, Bank plain, Norwich
 Millwaters, William Collett, Weston, York, Licensed Victualler. Apr 19 at 11 at Law Institute, Albion pl, Leeds. Gledstone, Otley
 Murch, Joseph, Devonport, Painter. Apr 18 at 12 at office of Sole and Gill, St Aubyn st, Devonport
 Newland, John Sandy, the Avenue, Ealing green, Builder. Apr 26 at 3 at office of Jackson and Co, Fenchurch st. Simpson and Palmer, Three Crown sq, Southwark
 Pavior, Alfred, Goodinge rd, Islington, Greengrocer. Apr 19 at 3 at office of Cooper and Co, Lincoln's inn fields
 Pearce, William Sparks, and William Thomas Walker, Bristol, Fruit Brokers. Apr 23 at 2 at office of Hobbs, Clare st, Bristol
 Pearson, William, Liverpool, Licensed Victualler. Apr 23 at 2 at office of Carr and Tomkies, Cable st, Liverpool
 Phillips, James, Ashton, Warwick, Commission Agent. Apr 19 at 3 at office of Phillips, Victoria rd, Ashton
 Pickup, George, Blackburn, Lancaster, Bootmaker. Apr 19 at 3 at office of Radcliffe, Clayton st, Blackburn
 Pratt, Charles, Birmingham, Grocer. Apr 18 at 3 at office of Parr, Colmore row, Birmingham
 Price, Lewis, Bulth, Brecon, Coal Merchant. Apr 20 at 1.30 at office of Thomas, Bulth. Williams and Co, Newtown
 Richardson, Robert William, and William George Richardson, Liverpool, Merchants. Apr 23 at 2 at office of Gibson and Bolland, South John st, Liverpool. Whitley and Co, Liverpool
 Richardson, William, Ripon, Innkeeper. Apr 18 at 10 at office of Bateson and Hutchinson, Ripon
 Rippon, Ebenezer William, Brentwood, Bicycle Agent. Apr 21 at 4 at Yorkshire Grey Inn, High st, Brentwood. Tooley, Orchard st, Portman sq
 Roberts, Robert, Andwich, Anglesey, Grocer. Apr 18 at 2 at British Hotel, Bangor. Fanning, Amlwch
 Rollings, Alexander, Newman st, Oxford st, Whitesmith. Apr 20 at 2 at offices of Saxton and Morgan, 29, Somerset st, Portman sq
 Rutter, John, and Agnes Rutter, Bebbington, Chester, Butchers. Apr 18 at 2 at office of Thompson and Simm, Hamilton sq, Birkenhead. Francis, Birkenhead
 Sambell, John, Redruth, Cornwall, Chemist. Apr 18 at 11 at office of Peter, Town-hall, Redruth
 Sellers, James Edward, Oldham, Hair Dresser. Apr 23 at 3 at office of Barrow Smith, Cross st, Manchester
 Shilvoek, William, Belbroughton, Worcester, Licensed Victualler. Apr 23 at 12 at office of Corbett, High st, Bromsgrove
 Simpson, Thomas, Hanley, Stafford, Potters' Gilder. Apr 14 at 11 at office of Ashmall, Albion st, Hanley
 Smith, George William, Norwich, Boot Dealer. Apr 26 at 12 at Bird Bolt Hotel, St Andrews st, Cambridge. Curtis, Leicester
 Smith, John Theophilus Hallier, Oxford, Plumber. Apr 19 at 12 at St Aldere st, Oxford. Hester
 Squire, Albert, Sheffield, York, Painter. Apr 20 at 3 at office of Greaves, Norfolk row, Sheffield
 Teece, Thomas, Sedgley, Stafford, Colliery Proprietor. Apr 24 at 12 at office of Slater and Marshall, Butcroft, Darlaston
 Thomson, James, Sunderland, Boot Dealer. Apr 18 at 11 at office of Graham and Shephard, John st, Sunderland
 Thornton, Henry James, Fulham rd, Nurseryman. Apr 19 at 2 at office of Blackford and Co, Abchurch lane
 Walker, Henry, Shrewsbury, Salop, Fish Dealer. Apr 16 at 2 at office of Edwards, Pride hill, Shrewsbury
 Wallace, Jonathan, Middlesbrough, York, Engine Driver. Apr 14 at 11 at office of Fowler, Bridge st, Stockton-on-Tees
 Walsh, Richard John, Copenhagen st, Islington, Provision Merchant. May 3 at 3 at office of Holloway, Ball's Pond rd, Islington. Fentons and Phillips, Kingsland green
 Weekes, John, Leicester, Pawnbroker. Apr 19 at 3 at office of Shires, Market st, Leicester
 Whatley, David Mortimer, Portsea, Hants, Cabinet Maker. Apr 18 at 12.30 at 145, Cheapside. Pelham, Portsea
 Whitmore, Abraham, Wolverhampton, out of business. Apr 18 at 11 at office of Saunders, Market st, Wolverhampton
 Wightman, William Crofts, Leicester, Dyer. Apr 18 at 3 at office of Gee and Parr, Gallowtree gate, Leicester
 Williams, Arteur, Birmingham, Druggist. Apr 17 at 2 at office of Wright and Marshall, New st, Birmingham
 Williams, Robert, Anderton's Hotel, Fleet st, Barrister-at-law. May 1 at 3 at office of Carr and Co, Vigo st, Regent st
 Wiseman, Isaac, Gorleston, Suffolk, Snack Owner. Apr 19 at 12 at office of Hamer and Ruddock, Hall Plain, Great Yarmouth
 Wright, Adam John, Great Yarmouth, Norfolk, Postmaster. Apr 21 at 12 at office of Clarke, Regent st, Great Yarmouth
 Wright, William, Nottingham, Accountants' Clerk. Apr 25 at 12 at office of Norman, Middle pavement, Nottingham

TUESDAY, April 10, 1883.

Adams, Edwin, Forest hill, Kent, Dealer in Fancy Goods. Apr 18 at 3 at office of Champion and Co, Ironmonger lane, Cheapside
 Allum, Francis, Tamworth, Warwick, Florist. Apr 26 at 2 at Castle Hotel, Tamworth. Argyle, Tamworth
 Ann, Alfred Edward, Broad st bldgs, Liverpool st, Engineer. Apr 23 at 2 at 83, Gresham st. Tilling, Devonshire chambers, Bishopsgate
 Armstrong, Benjamin, jun, Newcastle-upon-Tyne, Chemist. Apr 23 at 11 at office of Hopper, Grainger st, Newcastle-upon-Tyne
 Barnes, James, Chagham, Kent, Cab Proprietor. Apr 30 at 3 at King's Head Hotel, High st, Rochester. Knight, Quality ct, Chancery lane
 Barraclough, Charles, and Albert Barraclough, Ecclesfield, York, Farmers. Apr 24 at 3 at office of Smith and Co, Meetinghouse lane, Sheffield
 Bellamy, Thomas Allen, Spilsby, Lincoln, Bank Agent. Apr 21 at 2.30 at George Hotel, Spilsby. Thimbleby, Spilsby
 Benham, William Avery, Notting hill gate, Stationer. Apr 25 at 3 at Guildhall Coffee house, Gresham st. Piesse, Old Jewry chbrs
 Birch, Samuel Leigh, Newcastle under Lyne, Draper's Assistant. Apr 20 at 4 at office of Ashmall, Albion st, Hanley
 Bland, Alfred, Gt Yarmouth, Fishing Boat Owner. Apr 23 at 12 at office of Wiltshire, South Quay, Gt Yarmouth
 Bland, George, Southtown, Suffolk, Snack Owner. Apr 26 at 11 at offices of Costerton, Queenst, Gt Yarmouth
 Blyth, John Laverack, Foddington, Bedford, Beer Agent. Apr 19 at 1 at office of Heygate, Market sq, Wellingborough
 Blyth, Robert James, Whitcross st, Warehouseman. May 2 at 5 at office of Montagu, Bucklersbury
 Booth, Emily Diana, Matlock Bridge, Derbyshire, Milliner. Apr 25 at 3 at office of Skidmore, Matlock Bridge
 Bradshaw, William, Bolton, Lancaster, Fruiterer. Apr 20 at 11 at office of Simpson and Son, South gate, West King st, Manchester. Balshaw, Bolton
 Branson, William Robert, Peterborough, Baker. Apr 20 at 11 at office of Mellows, Westgate, Peterborough

Brayshaw, Jonathan, Bradford, Joiner. Apr 25 at 3 at offices of Last and Betts, Bond st, Bradford
Bullock, Outhbert, South Shields, Innkeeper. Apr 20 at 3 at office of Newlands, King st, South Shields
Burge, James, Gainsborough, Lincoln, Draper. Apr 25 at 3 at 145, Cheapside, Bescoy, East Retford
Cantley, Hugh Donaldson, Broad st, Linen Manufacturer. Apr 27 at 3 at Guildhall Tavern, Gresham st. Curtis, Old Jewry chhrs
Carding, Robert, Leek, Stafford, Grocer. Apr 23 at 11 at office of Smith, St Edward st, Leek
Cockcroft, James, Hebden Bridge, York, Cotton Manufacturer. Apr 16 at 12 at White Horse Hotel, Hebden Bridge. Longbottom, Halifax
Cornack, George Balfour, Ludgate hill, Fancy Warehouseman. Apr 24 at 3 at office of Foster, Birchlin lane
Crabb, Elizabeth, Barnstaple, Boot Dealer. Apr 21 at 12 at office of Thorne, Castle st, Barnstaple
Dartall, Thomas, Southampton, Pastrycook. Apr 23 at 2 at 83, Gresham st. Pearce and Co, Southampton
Devaux, Charles Alexander Joachim, and Pierre Francois Charles Albert Damoye, King William st, Bankers. Apr 20 at 2 at office of Turquand and Co, Coleman st. Drives and Co, Billiter st
Dole, Stuart, Whitechapel rd, Baker. Apr 15 at 3 at office of Haynes, Bush lane, Cannon st
Dolling, Edward, Orange st, Southwark Bridge rd, Carman. Apr 17 at 2 at Masons' Hall Tavern, Masons avenue. Fowler, Dowgate hill
Emmerson, Hiram John, Charterhouse st, no occupation. Apr 23 at 3 at office of Haigh and Agar, Gresham st
Evans, Thomas, Burton-on-Trent, Stafford, Boot and Shoe Dealer. Apr 17 at 3 at Wellington Hotel, Leicester. Leyland, Manchester
Forster, John, Stoke-upon-Trent, Stafford, Draper. Apr 23 at 2 at North Stafford Hotel, Stoke-upon-Trent. May, Macclesfield
Galloway, John, Herbert, Warrington, Lancaster, Jeweller. Apr 24 at 3 at office of Brook, Lyme st, Warrington
Golding, John, Lee, Kent, Salesman. May 1 at 2 at office of Pullen, Basinghall st
Goollit, Richard, Fenny Stratford, Buckingham, Commission Agent. Apr 19 at 3 at Park Hotel, Bleckley rd, Fenny Stratford. Smith, Fenny Stratford
Green, Jonas, Calverley, York, Currier. Apr 20 at 11 at office of Holmes, Bridge st, Bradford
Hall, William, Cambridge, Builder. Apr 25 at 11 at office of Fosters and Lawrence, Trinity st, Cambridge
Hammond, Sarah Elizabeth, Winchester, Southampton, Gunmaker. Apr 23 at 3 at office of Drake and Co, New Bridge st, Blackfriars. Best and Scotney, Winchester
Hardman, Robert, Ashton-on-Ribble, nr Preston, Lancaster, Commission Agent. Apr 24 at 2 at office of Dean, Lune st, Preston
Harrison, Joshua, Kendal, Westmorland, Baker. Apr 27 at 12 at office of Watson, Stramondgate, Kendal
Harley, Henry, Stavely, York, Farmer. Apr 23 at 12 at office of Hirst and Cane, James st, Harrogate
Harvey, James, Dulwich, Builder. Apr 24 at 3 at offices of Thompson and Light, New Inn, Strand
Hemmingsway, James Holdsworth, Undercliffe, York, Grocer. Apr 19 at 3 at office of Nell and of Broadbent, Kirkgate, Bradford
Herrick, Thomas, Leicester, Provision Dealer. Apr 21 at 3 at office of Gee and Parr, Gallowtree gate, Leicester
Hill, William, St Neots, Huntingdon, Labourer. Apr 27 at 11 at office of Wade-Gery, St Neots
Hodder, Martin, Portobello rd, Notting hill, Baker. Apr 20 at 4 at office of Young Mark lane
Howse, William, Blockley, Worcester, Butcher. Apr 23 at 11 at Crown Hotel, Chipping Norton. Kirby and Mace, Chipping Norton
Hunter, Jonathan, jun, Willenhall, Stafford, Bolt Maker. Apr 26 at 3 at office of Tidesley, Walsall st, Willenhall
Jarmay, Robert, Werrington, Northampton, Blacksmith. Apr 23 at 11 at office of Mellows, Westgate, Peterborough
Jeders, James John, Cosham, Hants, Ironmonger. Apr 24 at 12 at 145, Cheapside. King, Portsea
Jones, Edward, Manchester, Tailor. Apr 26 at 3 at 79, Mosley st, Manchester. Grundy and Co, Manchester
Jones, Henry, Birmingham, Builder. Apr 20 at 3 at office of Fallows, Cherry st, Birmingham
Jones, Lombard, Bickerton, nr Malpas, Chester, Schoolmaster. Apr 27 at 11.30 at Challinor's, the Sportsman's Arms, Tattenhall. Brassey, Chester
Jones, William, Birmingham, Cab Proprietor. Apr 21 at 11 at offices of Fallows, Cherry st, Birmingham
Kirby, Alfred Topham, Spalding, Lincoln, Watchmaker. Apr 26 at 2 at Hen and Chickens Hotel, New St, Birmingham. Dunsen, Lincoln
Langford, John Charles, Llantarnam, Monmouth, Boot Dealer. Apr 30 at 12 at office of Parker, Commercial st, Newport
Lawrence, John, Ferndale, nr Pontypidd, Glamorgan, Bootmaker. Apr 19 at 10 at office of Rosser, Church st, Pontypidd
Lewis, John Edward, Ruardcan, Gloucester, Grocer. Apr 18 at 1 at 83, Broad st, Bristol, in lieu of place originally named
Lidley, William, York, Chair Maker. Apr 20 at 3 at office of Peters and Peters, New st, York
Lund, Edward, Leeds, Potato Merchant. Apr 23 at 11 at offices of Maud, Albion st, Leeds
Mann, Robert, Middlesborough, Wholesale Stationer. Apr 20 at 11.30 at Queen's Hotel, St Martin's-le-Grand. Lewis, Middlesborough
Marks, Henry Charles, Stapleton, Gloucester, Mason. Apr 18 at 2 at offices of Hancock, Exchange East, Bristol
Marsh, James, and Sarah Jane Marsh, Pendleton, Lancaster, Provision Dealers. Apr 23 at 3 at office of Blakeway and Chambers, Deansgate, Manchester
May, Thomas, Lower Sydenham, Kent, Builder. Apr 20 at 10 at 11, Stoney lane, Eastford
Mayhew, William, Lewton, Lancaster, Licensed Victualler. Apr 23 at 11 at office of Stuart, King st, Wigan
Munford, Alfred, and Philip Dorset Goepel, High Holborn, Importers of Tobacco and Fancy Goods. Apr 18 at 12 at 58, Chancery lane. Slater, Southampton
Mids, Quancery lane
Myott, Arthur, Conington, Chester, out of business. Apr 23 at 11 at office of Cooper, Park st, Conington
Ode, John, Liverpool, Provision Merchant. Apr 24 at 2 at office of Eddy, Lord st, Liverpool
Palmer, Amos, King's Cliffe, Northampton, Publican. Apr 17 at 10 at office of Law, St Mary's pl, Stamford
Pedrazzoli, Labario, Kirby st, Hatton Garden, Looking Glass Manufacturer. May 3 at 3 at office of Kibbey, Cheapside
Pilot, William Henry, Newtown, Montgomery, Licensed Victualler. Apr 18 at 12.30 at Lion Hotel, Welshpool. Woosnam, Newtown
Podmore, Josiah, Tunstall, Stafford, Potter. Apr 23 at 11 at office of Salt, Market st, Tunstall
Pomeroy, Charles, Fulham rd, Ironmonger. Apr 25 at 2 at office of Wilson, Bedford row
Potterton, John, Halifax, Hoiler. Apr 24 at 11 at office of Longbottom, Carlton st, Halifax
Priestly, Jonathan, Edward st, Hampstead rd, Pianoorte Maker. Apr 25 at 3 at office of Dod and Longstaffe, Burners st

Rees, George, Lamb's Conduit st, Stained Glass Manufacturer. Apr 20 at 12 at office of Bryce and Co, Guildhall chhrs, Basinghall st. Haynes and Clifton, Tokenhouse yd, Lothbury
Reynolds, William Hagar, Spexhall, Suffolk, Innkeeper. Apr 23 at 1 at Angel Hotel, Halesworth. Allen, Halesworth
Rich, George Henry, Bristol, Grocer. Apr 24 at 3 at Grand Hotel, Broad st, Bristol. Reed and Cook, Bridgewater
Rickaby, Miles, Middlesborough, York, Draper. Apr 21 at 3 at Queen's Hotel, Portland st, Manchester. Belk, Middlesborough
Riddgers, Robert, Walton-on-Thames, Surrey, Grocer. Apr 25 at 3 at office of Noton, Lombard st
Roberts, George Edward, Leicester, Travelling Draper. Apr 25 at 3 at office of Wright, Belvoir st, Leicester
Robinson, George, Wigan, Lancaster, Innkeeper. Apr 24 at 3 at office of France, Churchgate, Wigan
Rodway, Cuttoden Adolphus, Gloucester, Innkeeper. Apr 21 at 11 at office of Jackson, George st, Gloucester
Rogers, John, Oxford st, Tobacco Manufacturer. Apr 20 at 2 at office of Allen, Carlisle st, Soho sq
Roper, Tom, Bradford, York, Beerhouse Keeper. Apr 16 at 11 at office of Beverley and Freeman, Hustlergate, Bradford
Rush, Ernest William, South Croydon, Surrey, Tea Grocer. Apr 24 at 3 at office of Bilton, Renfrew rd, Kennington lane
Sandum, John, Ash next Sandwich, Kent, Market Gardener. Apr 23 at 3.30 at offices of Emmerson and Co, Potter st, Sandwich
Saville, John, Birstal, York, Farmer. Apr 24 at 2 at Law Institution, Albion pl, Leeds. Teale, Leeds
Sewell, William Alfred, Palace st, Pimlico, Dealer in Horses. Apr 20 at 2 at office of Cogan and Co, Chancery lane
Smallwood, Joseph, Derby, Wine Dealer. Apr 25 at 3 at office of Briggs, Full st, Derby
Smith, John Leonard, Cromhall, Gloucester, Farmer. Apr 26 at 12 at Railway Tavern, Charnfield. Benson and Carpenter, Bristol
Stander, Thomas, Forest hill, Kent, General Dealer. Apr 19 at 3 at office of Scard, Blackheath rd, Greenwich
Stratford, William, Salford Priors, Warwick, Coal Merchant. Apr 20 at 2 at office of Morris, Waterloo st, Birmingham. Britton, Alcester
Sumner, William, Bolton, Hatter. Apr 20 at 3 at office of Balshaw, Nelson sq, Bolton
Tadlow, William, Wirksworth, Derby, Smallware Manufacturer. May 2 at 2 at Bell Hotel, Sadler gate, Derby. James, Wirksworth
Taylor, John, Portobello rd, Notting hill, House Decorator. Apr 27 at 3 at 2, Essex pk ter, Acton Vale. Philp, Basinghall st
Terry, William Henry, Manchester, Photographer. May 1 at 3 at Mitre Hotel, Cathedral Churchyard, Manchester. Sims
Thomas, Owen, Llanelly, Carmarthen, Commission Agent. Apr 24 at 11 at office of Johnson and Stead, Church st, Llanelly
Thompson, Sarah, Bilston, Stafford, Provision Dealer. Apr 25 at 11 at office of Dixon and Co, Queen st, Wolverhampton. Lister, Wolverhampton
Turner, Joseph Whitworth, Leeds, Painter. Apr 24 at 3 at office of Dalton, Albion st, Leeds
Turner, Thomas, Wells st, Albany rd, Camberwell, Baker. Apr 26 at 2 at office of Child, South sq, Gray's Inn
Walters, George, Wolverhampton, Licensed Victualler. Apr 20 at 11 at office of Rhodes, Queen st, Wolverhampton
Wharton, Marianne, Oxford, Italian Warehouseman. Apr 24 at 12.30 at office of Ward, Broad st, Oxford
Wheeler, Thomas, Quality ct, Chancery lane, Auctioneer. Apr 25 at 2 at office of Cannon, Wool Exchange, Coleman st
Whitmarsh, John, Trowbridge, Wilts, Boot Maker. Apr 23 at 12 at office of Rodway, Fore st, Trowbridge
Wilde, James Dearden, Birmingham, Cabinet Maker. Apr 20 at 11 at 1, Newhall st, Birmingham. Eaden, Birmingham
Widman, Frederick, Gloucester, Beerhouse Keeper. Apr 16 at 11 at office of Jackson, George st, Gloucester
Williams, Hugh, Penmaenmawr, Carnarvon, Tailor. Apr 23 at 12 at Llandudno Junction Hotel, Llandudno Junction. Louis and Edwards, Ruthin
Winkworth, Leonard, and Edward Worsell, Reigate, Surrey, Builders. Apr 20 at 3 at Green Dragon Hotel, High st, Croydon. Dennis, Croydon
Woodward, John Henry, Partney, Lincoln, Grocer. Apr 23 at 12.30 at office of Dyer, Church lane, Boston

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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Trustees or other persons from the time being authorized to invest moneys in the Mortgage, Debentures, or Debenture Stock of any Railway or other Company shall, unless the contrary is provided by the instrument authorizing the investment, have the same power of investing that money in Wolverhampton Corporation Stock (other than Stock for the time being represented by a Stock Certificate to Bearer) as they have of investing it in the Mortgage and Debenture Stock aforesaid.

ABRIDGED PROSPECTUS.

The Bank of England give notice that by arrangement made with the Corporation of Wolverhampton, under Section 22 of the "Wolverhampton Corporation Loans Act, 1882," and in pursuance of a resolution of the Town Council, they will be prepared to receive tenders for £800,000 of Wolverhampton Corporation Stock, bearing interest at £3 10s. per cent. per annum, payable half-yearly at the Bank of England or any of their Country Branches.

The books of the Stock will be kept at the Bank of England. Holders of Stock will be able to take out Stock Certificates to bearer, with Coupons attached, transferable by delivery, at the same rate of charge as exists at present in the case of Government Stock. Dividend Warrants will be transmitted by post, if desired, and Transfers and Stock Certificates to bearer will be free from stamp duty.

Tenders may be for the whole or any part of the Stock, and must state what amount of money will be given for every £100 of the Stock. Tenders for other than even hundreds of Stock, or at a price including fractions of a shilling other than sixpence, will not be accepted. Tenders are to be delivered at the Chief Cashier's Office, Bank of England, before 2 o'clock, on Tuesday, the 17th day of April, 1883. Tenders at different prices must be on separate forms. The amount of Stock applied for must be written on the outside of the tender.

The minimum price, below which no tender will be accepted, has been fixed at 94 for every £100 of Stock.

A deposit of five per cent. on the amount of Stock tendered for must be paid at the same office at the time of the delivery of the tender, and the deposit must not be enclosed in the tender. Where no allotment is made the deposit will be returned, and in case of partial allotment the balance of the deposit will be applied towards the first instalment.

In the event of the receipt of tenders for a larger amount of Stock than that proposed to be issued at or above the minimum price, the tenders at the lowest price accepted will be subject to a *pro rata* distribution.

The dates at which the further payments on account of the said Loan will be required, are as follows:—

On Friday, April 27, 1883, so much of the amount tendered and accepted as, when added to the deposit, will leave Seventy-five Pounds (Sterling) to be paid for each hundred pounds of Stock;

On Friday, 25th May, 1883, £25 per cent.;

On Friday, 29th June, 1883, £25 per cent.;

On Friday, 27th July, 1883, £25 per cent.

The instalments may be paid in full on or after the 27th April, 1883, under discount at the rate of £3 10s. per cent. per annum. In case of default in the payment of any instalment at its proper date the deposit and instalments previously paid will be liable to forfeiture.

Interest will be payable 1st March and 1st September in each year, and six months' interest, calculated on the total amount of the Stock, will be paid on the 1st September, 1883.

Scrap Certificates to bearer will be issued in exchange for the provisional receipts.

The Stock will be inscribed in the Bank books on or after the 27th July, 1883, but Scrap paid up in full, in anticipation, may be inscribed forthwith.

No tender will be received unless upon the printed form, which can be obtained at the Chief Cashier's Office, Bank of England; of Messrs. Mullens, Marshall & Co., Stock Brokers, 4, Lombard-street, London, E.C.; or of the Borough Accountant, Town Hall, Wolverhampton.

Bank of England, London, April 9, 1883.